

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 2	
2. CONTRACT (Proc Inst, Ident, NO) EP-C-12-054				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR-OW-11-00356	
5. ISSUED BY  (FOR U.S. MAIL ONLY) US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: NWD Cincinnati OH 45268		CODE CPOD		6. ADMINISTERED BY (if other than item 5) CPOD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: NWD Cincinnati OH 45268		CODE CPOD	

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)

RESEARCH TRIANGLE INSTITUTE  
Attn: DEBORAH ELLISON  
PO BOX 12194  
9195416190  
RESEARCH TRIANGLE PARK NC 277092194

8. DELIVERY

☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES  
(4 copies unless otherwise specified)  
TO THE ADDRESS SHOWN IN

ITEM

CODE (b)(4)

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

12. PAYMENT WILL BE MADE BY

CODE

RTP

RTP Finance Center  
US Environmental Protection Agency  
RTP-Finance Center  
Mail Drop 0143-02  
109 TW Alexander Drive  
Durham NC 27711

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c)

☐ 41 U.S.C. 253(c)

14. ACCOUNTING AND APPROPRIATION DATA

See Schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT

\$107,800,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18A. NAME AND TITLE OF SIGNER (Type or print)

John Withers, Sr. Contracting Officer

18. ☐ SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number SOL-CI-11-00094

Including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed bid contract.)

18A. NAME OF CONTRACTING OFFICER

Noelle Mills

18B. NAME OF CONTRACTOR

18C. DATE SIGNED

09/28/2012

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

28 SEP 2012

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STANDARD FORM 16 (Rev. 5/2011)  
Prescribed by GSA - FAR (48 CFR) 53.214(a)

**CONTINUATION SHEET**

 REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 EP-C-12-054

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR

RESEARCH TRIANGLE INSTITUTE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	DUNS Number: (b)(4) Technical Support for Assessment and Watershed Protection Max Expire Date: 09/27/2017 Delivery: 1825 Days After Award FOB: Destination Period of Performance: 09/28/2012 to 09/27/2012  Ordering Period -Technical Support for Assessment and Watershed Protection Obligated Amount: \$50,000.00  Accounting Info: 12-13-B-87FP-202BE2-2505-1287AE2010-002 BFY: 12 EFY: 13 Fund: B Budget Org: 87FP Program (PRC): 202BE2 Budget (BOC): 2505 DCN - Line ID: 1287AE2010-002 Funding Flag: Partial Funded: \$50,000.00  The obligated amount of award: \$50,000.00. The total for this award is shown in box 15G.				107,800,000.00



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## **SECTION B - Supplies or Services/Prices**

### **B-1 FAR 17.503 ORDERING PROCEDURES (CO- added clause)**

1. Task orders for work described in Attachment 1, Performance Work Statement, will be competed among the multiple contractors who receive awards resulting from Solicitation No. SOL-CI-11-00094 except as provided for in FAR 16.505(b)(2). All contractors must submit a proposal for each competed task order and be available to perform if selected. The only acceptable reasons for a contractor's non-participation would be due to an inability to accept or perform the work because of a conflict of interest, capacity problem, or some other compelling factor which the CO determines would affect the contractor's ability to perform the work and justifies its non-participation in the process. Such inability to accept or perform work must be documented in the contractor's response to the request for offer.

2. Task orders issued under this contract may be issued on a firm-fixed price, or cost-plus-fixed-fee term form or completion form basis.

3. All contractors will be provided a fair opportunity to be considered for each order in excess of \$3,000 pursuant to FAR 16.505(b). The Contracting Officer need not contact each awardee before selecting an order awardee if the Contracting Officer has information available on hand to ensure that each awardee is provided a fair opportunity to be considered. Alternatively, or in addition, contractors may be given the opportunity to propose on a given task order by any of the following mechanisms:

a. The Contracting Officer may telephone contractors to identify resource availability and price/cost for simple, well-defined tasks which only require the contractor to meet a stated schedule;

b. The Contracting Officer may telephone or issue written requests for oral or videotaped technical offers for tasks where a technical approach is needed. The Contracting Officer will request cost/price information as well; or

c. The Contracting Officer may telephone or issue written requests to the contractors requesting the written submission of offers for complex tasks, where a technical approach, as well as resource availability and price/cost need to be considered. The request may suggest a page limitation for the offer based on the complexity of the task order.

4. Each request for offers will include the following:

a. The Performance Work Statement (PWS) and the technical and/or cost/price or other evaluation criteria which will be used to evaluate the offers. Evaluation criteria may include, but is not limited to, adequacy of technical approach to perform the order, adequacy of staffing plan/capability of proposed personnel, adequacy of delivery schedule, record of past performance (on this and/or other recent contracts) including quality of deliverables and record of cost control;

b. The components of the offer (technical and/or price/cost or other factors) to be submitted;

c. The format for submission;

d. The contract/task order type,

e. The time frame for submission of the offer;

f. The basis for selection; and

g. Any other relevant instructions to the contractor, including those regarding discussions.

5. Upon receipt of a request for offer, the contractor shall submit an offer to the Contracting Officer within



the time specified in the request. The Government shall have the right to accept the offer without further discussions. After acceptance, the Government will issue a task order. As noted above, the more complex tasks may include technical and cost components. However, some may only require cost submissions.

6. Proposals submitted for cost type task orders will be based on average category rates or current salary rates, as indicated by the contractor's current payroll data (whichever method the offeror customarily uses), and the current provisional indirect rates, as indicated by the latest indirect rate negotiation from the cognizant auditor. Offerors shall provide current, up-to-date, copies of the (1) negotiated provisional indirect rates and (2) payroll data with their offers for individual cost-type task orders.

7. All task order offers shall include a conflict of interest (COI) certification. Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the request for offer or similar tasking document. In the COI certification, the contractor must certify that, to the best of the contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or no actual or potential organizational conflicts of interest exist. In addition, the contractor must certify that the personnel it has proposed to perform work under or relating to the particular task order have been informed of their obligation to report personal and organizational conflicts of interest to the contractor. The certification shall also include a statement that the contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of the task order.

8. Offers will be evaluated based on the method of selection described in the request for offer. The method of selection for issuance of a task order will be tailored to the specific requirements of the task order. The methods of selection may be any one of the following:

- Issuance of the order to the contractor offering the best value to the Government (technical quality more important than cost/price). In this situation, the order issuance is based primarily on technical quality, with cost as a secondary consideration. This method requires documenting any trade-off decisions in making a selection, such as the rationale for paying more for higher technical quality.

- Issuance of the order to the contractor with the lowest evaluated cost, technically acceptable offer. Generally, the technical component of these offers are scored as acceptable or unacceptable rather than given point scores, and order issuance is made to the technically acceptable offer with the lowest evaluated cost/price. If orders are not point or adjectivally scored, evaluation criteria will be rated as acceptable or unacceptable. If this rating approach is used, the request for offers will identify what constitutes an "acceptable" and "unacceptable" rating.

- Issuance of the order to the contractor with the lowest evaluated cost/price, no technical proposal required.

9. Issuance of an order may be made based on evaluation of initial offers without discussions, or on evaluation of offers and discussions. The request for offers will set forth whether or not discussions will be held, or if awards will be based on evaluation with no discussions, or whether the Contracting Officer reserves the right to have discussions if deemed necessary. If discussions are held, the Contracting Officer and, if necessary, the Project Officer or Task Order Project Officer, will hold discussions with the contractors after evaluation of initial offers.

#### **B-2 EPA 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or any agency prescribed form, from the effective date of contract award through a 60 month period.. In addition to the Contracting Officer, the following individuals are authorized ordering officers.

Ordering Officers will be appointed in the applicable Task Orders.

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

(End of clause)

### **B-3 LOCAL CLAUSES EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS**

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$50,000.00. The amount of all orders shall not exceed \$107,800,000.00.

## **SECTION C - Description/Specifications**

### **C-1 EPA 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JAN 2012)**

#### **Compliance with EPA Policies for Information Resources Management**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) Section 508 requirements. Contract deliverables are required to be compliant with Section 508 requirements. The Environmental Protection Agency policy for 508 compliance can be found on the Agency's Directive System identified in section (d) of this clause under policy number CIO 2130.0, Accessible Electronic and Information Technology. Additional information on Section 508 including EPA's 508 policy can be found at [www.epa.gov/accessibility](http://www.epa.gov/accessibility).

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

(End of clause)

### **C-2 LOCAL CLAUSES EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS**

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement (PWS) included in Attachment 1. Work will be ordered against the subject PWS through Contracting Officer issuance of Task Orders.



**C-3 LOCAL CLAUSES EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY**

**NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000 000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

## **SECTION D - Packaging and Marking**

## SECTION E - Inspection and Acceptance

**E-1 FAR 52.246-3 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT. (MAY 2001)**

**E-2 FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)**

**E-3 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)**

**E-4 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>
	<b><u>Tailoring</u></b>		
[X]	<i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4 1994	See below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

- A. **Pre-award Documentation:** The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

	<u>Documentation</u>	<u>Specifications</u>
[X]	Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]
[ ]	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R)</u> [dated 03/20/01]
[ ]	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
[X]	Other Equivalent	Provide examples of quality assurance project plan(s) or similar quality planning document(s), developed by the offeror, that demonstrate quality assurance



Planning expertise in one or more of the following:  
 (1) new and existing data (see Attachments 8 and 9)

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. **Post-award Documentation:** The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

C.

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
<input type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]	Award of contract
<input type="checkbox"/> Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/02]	Award of contract
<input type="checkbox"/> Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
<input type="checkbox"/> Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01] [re issued May 2006]	Award of contract
<input checked="" type="checkbox"/> Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
<input type="checkbox"/> Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
<input type="checkbox"/> Other Equivalent:	<input type="checkbox"/> award of contract <input type="checkbox"/> issuance of statement of work for the project	

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval

or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

(End of clause)

## **SECTION F - Deliveries or Performance**

### **F-1 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989)**

### **F-2 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)**

### **F-3 FAR 52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)**

### **F-4 EPA 1552.211-70 REPORTS OF WORK. (OCT 2000)**

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report. The OMB Clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of April 30, 2015.

(End of clause)

### **F-5 EPA 1552.211-75 WORKING FILES. (APR 1984)**

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

(End of clause)

### **F-6 EPA 1552.211-78 MANAGEMENT CONSULTING SERVICES. (APR 1985)**

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) Name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition; (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

(End of clause)

### **F-7 LOCAL CLAUSES EPA-F-12-101 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from the effective date of the contract through a five year (60 month) period, exclusive of all required reports.



## **SECTION G - Contract Administration Data**

### **G-1 EPA 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency

#### **Contract Property Administration Requirements**

1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

#### **2. Contract Property Administration (CPAR)**

a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

#### **3. Requests for Government Property.**

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

#### 5. Records of Government Property.

- a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.
- b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.
- c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
- d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.
- e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

- a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.
- b. For material, the contractor shall provide the total acquisition cost only.
- c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.
- d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.
- e. The reports are to be received at EPA by the CPC by October 5th of each year.
- f. Distribution shall be as follows:  
  
Original to: CPC  
  
One copy: CO
- g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.
- h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. Disposition of Government Property. The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. Identification. The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the

Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions.

(i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. Decontamination. In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element--In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

#### **G-2 EPA 1552.245-71 GOVERNMENT-FURNISHED DATA. (SEP 2009)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated: To be completed at applicable Task Order.

(End of clause)

#### **G-3 LOCAL CLAUSES 1552.242.70 INDIRECT COSTS APR 1984 (DEVIATION)**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management (3802R)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the



final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

RTI:

Category	Proposed
(b)(4)	(b)(4)

Subcontractors:

(b)(4)
--------

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

(b)(4)

(b)(4)

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

#### **G-4 LOCAL CLAUSES EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR**

The property administrator for this contract is as follows:

U.S. EPA  
Mail Code 3802R  
EPA Property Administrator  
1300 Pennsylvania Ave. N.W. Rm# 61289  
Washington, D.C. 20004

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

#### **G-5 LOCAL CLAUSES EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES**

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Project Officer:  
Christopher Zabawa  
US EPA Headquarters  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Mail Code 4503T  
Washington, D.C. 20460  
zabawa.christopher@epa.gov  
phone: (202)566-1222

Alternate Project Officer:  
Marla Smith  
US EPA Headquarters  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Mail Code 4503T  
Washington, D.C. 20460  
smith.marla@epa.gov  
phone: (202)566-1047

Contracting Officials responsible for administering this contract are as follows:

Administrative Contracting Officer  
Noelle Mills  
U.S. EPA, CPOD  
Mail Code NWD 004  
26 West Martin Luther King Drive  
Cincinnati, OH 45268  
mills.noelle@epa.gov  
phone: (513)487-2171

Administrative Contract Specialist  
Erin Ridder  
U.S. EPA, CPOD  
Mail Code NWD 004  
26 West Martin Luther King Drive  
Cincinnati, OH 45268  
ridder.erin@epa.gov  
phone: (513)487-2155

#### **G-6 LOCAL CLAUSES 1552.232-70 SUBMISSION OF INVOICES (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the

Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

#### INVOICE PREPARATION INSTRUCTIONS

SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

(1) U.S. Department, Bureau, or establishment and location - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.

(3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.

(4) Requisition Number and Date - leave blank.

(5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)

(6) Schedule Number; Paid By; Date Invoice Received - leave blank.

(7) Discount Terms - enter terms of discount, if applicable.

(8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall

be furnished by the Contracting Officer.

(10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.

(11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page        of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

(13) Quantity; Unit Price - insert for supply contracts.

(14) Amount - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS  
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.
- (2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number - leave blank.
- (4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.
- (6) Articles or Services - insert the contract number as in the Standard Form 1034.
- (7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) A summary of claimed current and cumulative costs and fee by major cost element.

Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.

- (9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

#### SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

## RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher re-submittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher re-submittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

## COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked.



Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) Contractor's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) Contract Number - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be

included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

## **SECTION H - Special Contract Requirements**

### **H-1 EPA 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (AUG 2000)**

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### **H-2 EPA 1552.208-70 PRINTING. (DEC 2005)**

(a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device ( i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) Prohibition. (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the

printing limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements. (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) Permitted Contractor Activities. (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 103/4by 141/4inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 103/4by 141/4inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

(e) Violations. The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision. The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

(End of clause)

**H-3 EPA 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994)--  
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer

immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies-The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

(End of clause)

#### **H-4 EPA 1552.209-74 LIMITATION OF FUTURE CONTRACTING. (APR 2004) ALTERNATE V (HEADQUARTERS SUPPORT) (APR 2004)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The contractor and any subcontractors, during the life of this contract/task order, will be ineligible to enter into business or financial relationships that are subject to the EPA regulations concerning the assessment of water quality attainment and point and nonpoint source pollution dischargers of pollutants into water bodies, including, but not limited to, providing consulting, technical, or other advisory services to point and nonpoint source pollution dischargers, or to participants in litigation or enforcement actions relative to work performed for the Agency, under the resultant contract/TO, for the duration of the contract and/or TO period of performance, unless it receives prior written authorization from the EPA CO. This implementation would apply to TOs issued under this contract, for which the contractor has provided, is providing, or is preparing to provide technical and administrative support to the Agency unless otherwise authorized by the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the

Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

(End of clause)

#### **H-5 EPA 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

(End of clause)

**H-6 EPA 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

(End of clause)

**H-7 EPA 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)**



(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include,

but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

#### **H-8 EPA 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)**

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

(End of clause)

#### **H-9 EPA 1552.237-70 CONTRACT PUBLICATION REVIEW PROCEDURES. (APR 1984)**

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within to be completed at award calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency

under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

(End of clause)

#### **H-10 EPA 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)**

(a) Definitions.

"Contracting officer technical representative (COTR)," means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

"Task order," as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the

contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

(End of clause)

#### **H-11 EPA 1552.237-72 KEY PERSONNEL. (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager: (b)(4)

Quality Assurance Officer: (b)(4)

#### **\*KEY PERSONNEL MAY BE ASSIGNED UNDER INDIVIDUAL TASK ORDERS AS IDENTIFIED IN THE APPLICABLE TASK ORDER.**

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

#### **H-12 EPA 1552.237-75 PAPERWORK REDUCTION ACT. (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting officer that the required Office of Management and Budget (OMB) final clearance was received.

(End of clause)

### **H-13 EPA 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within ten (10) (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by

which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within ten (10) (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

#### **H-14 EPA 1552.239-70 REHABILITATION ACT NOTICE. (OCT 2000)**

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

(End of clause)

#### **H-15 LOCAL CLAUSES 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) - ALTERNATE I (JUNE 1994) (DEVIATION)**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee



will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

#### **H-16 LOCAL CLAUSES EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN**

The Contractor shall adhere to the procedures set forth in its QA plan dated June 25, 2012, which is incorporated by reference.

#### **H-17 LOCAL CLAUSES EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL**

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

#### **H-18 LOCAL CLAUSES EPA-H-31-105 APPROVAL OF TRAINING**

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Contract-Level COR that includes, at a minimum the following information:

(1) Individual to be trained [*Identify position and job duties under contract*].

(2) Description of circumstances necessitating the training. [*Describe the specific change to the performance requirements. Identify by number and title of the work assignment(s) that will benefit from training and describe in detail how the training relates to the Statement of Work and job duties under the contract*].

(3) Estimated cost [*Include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements*].

(c) The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.



## **H-19 LOCAL CLAUSES EPA-G-42-102 AUTHORIZED REPRESENTATIVE OF THE CONTRACT-LEVEL COR**

(a) The Work Assignment COR referenced in the Clause entitled "TECHNICAL DIRECTION (DEVIATION)", is the individual authorized by the Contracting Officer on an individual Work Assignment to:

- (1) receive Work Assignment deliverables;
- (2) receive copies of monthly progress reports specific to the Work Assignment for which the Work Assignment COR is authorized;
- (3) attend meetings with the Contract-Level COR and contractor in order to monitor progress of those Work Assignments for which he/she is cognizant; and
- (4) provide technical direction on those Work Assignments subject to the limitations of the above "TECHNICAL DIRECTION (DEVIATION)" clause.

## **H-20 LOCAL CLAUSES 1552.242-71 CONTRACTOR PERFORMANCE EVALUATIONS (OCT 2011)**

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

## **H-21 LOCAL CLAUSES 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994)- ALTERNATE I (JUN 1994) (DEVIATION)**

(a) In addition to the requirements of the contract clause entitled Organizational Conflicts of Interest, the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

## **H-22 LOCAL CLAUSES EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION**

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74), the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY2012 contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

## **H-23 LOCAL CLAUSES EPA-H-27-103 APPLICATION OF RIGHTS IN DATA - SPECIAL WORKS CLAUSE**

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other work assignments or task orders specifically identified by the Contracting Officer.

## **SECTION I - Contract Clauses**

**I-1 FAR 52.202-1 DEFINITIONS. (JAN 2012)**

**I-2 FAR 52.203-3 GRATUITIES. (APR 1984)**

**I-3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)**

**I-4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)**

**I-5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)**

**I-6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

**I-7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

**I-8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)**

**I-9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)**

**I-10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC 2007)**

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

EPA Office of Inspector General,  
ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202)260-5113.

(c) If the Contractor has implemented a business ethics and conduct awareness program, including

a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

**I-11 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)**

**I-12 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (AUG 2012)**

**I-13 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (AUG 2012)**

**I-14 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (DEC 2010)**

**I-15 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (FEB 2012)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of

this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

**I-16 FAR 52.210-1 MARKET RESEARCH. (APR 2011)**

**I-17 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)**

**I-18 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)**

**I-19 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (AUG 2011)**

**I-20 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)**

**I-21 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)**

**I-22 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)**

**I-23 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

**I-24 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)**

(a) *Exceptions from certified cost or pricing data.* (1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable -

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If -

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the

acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include -

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

**I-25 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)**

**I-26 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2011)**

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only -

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made -

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and



(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of

claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.
- (L) Securities and Exchange Commission 10-K annual report.
- (M) Minutes from board of directors meetings.
- (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
- (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is

incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(c) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be -

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other

amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

**I-27 FAR 52.216-8 FIXED FEE. (JUN 2011)**

**I-28 FAR 52.216-18 ORDERING. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of the contract through 60 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**I-29 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

- (1) Any order for a single item in excess of \$5,000,000.00;
- (2) Any order for a combination of items in excess of \$25,000,000; or
- (3) A series of orders from the same ordering office within seven days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**I-30 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after [*insert date*].

(End of clause)

**I-31 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (JAN 2011)**

**I-32 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JAN 2011)**

**I-33 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (JAN 2011)**

**I-34 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (JAN 2011) - ALTERNATE II (OCT 2001)**

**I-35 FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)**

**I-36 FAR 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING. (DEC 2010)**

**I-37 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (APR 2012)**

(a) *Definitions.* As used in this clause -

*"Long-term contract"* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*"Small business concern"* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstotics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its

representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it \_\_\_ is, \_\_\_ is not a small business concern under NAICS Code 541611 assigned to contract number to be completed at award. (*Contractor to sign and date and insert authorized signer's name and title*).

(End of clause)

#### **I-38 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0.00 or the overtime premium is paid for work -

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.



\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of clause)

**I-39 FAR 52.222-3 CONVICT LABOR. (JUN 2003)**

**I-40 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

**I-41 FAR 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)**

**I-42 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010)**

**I-43 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)**

**I-44 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (SEP 2010)**

**I-45 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)**

**I-46 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)**

**I-47 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JUL 2012)**

**I-48 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011)**

(a) Definitions. As used in this clause-

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of clause)

**I-49 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**

**I-50 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)**

(a) *Definitions.* As used in this clause -

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to US EPA, CPOD  
26 W. Martin Luther King Drive  
Cincinnati, OH 45268  
Att: Noelle Mills.

(End of clause)

**I-51 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)**

**I-52 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)**

**I-53 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)**

**I-54 FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN**

**SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND  
CERTIFICATION. (NOV 2011)**

**I-55 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)**

**I-56 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT  
INFRINGEMENT. (DEC 2007)**

**I-57 FAR 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007)**

**I-58 FAR 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE II (DEC 2007)**

**I-59 FAR 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE III (DEC 2007)**

**I-60 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)**

**I-61 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)**

**I-62 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (APR 2003)**

**I-63 FAR 52.230-2 COST ACCOUNTING STANDARDS. (MAY 2012)**

**I-64 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)**

**I-65 FAR 52.232-1 PAYMENTS. (APR 1984)**

**I-66 FAR 52.232-8 DISCOUNT FOR PROMPT PAYMENTS. (FEB 2002)**

**I-67 FAR 52.232-11 EXTRAS. (APR 1984)**

**I-68 FAR 52.232-17 INTEREST. (OCT 2010)**

**I-69 FAR 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)**

**I-70 FAR 52.232-20 LIMITATION OF COST. (APR 1984)**

**I-71 FAR 52.232-22 LIMITATION OF FUNDS. (APR 1984)**

**I-72 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)**

**I-73 FAR 52.232-25 PROMPT PAYMENT. (OCT 2008)**

**I-74 FAR 52.232-25 PROMPT PAYMENT. (OCT 2008) -- ALTERNATE I (FEB 2002)**

**I-75 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL  
CONTRACTOR REGISTRATION. (OCT 2003)**

**I-76 FAR 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)**

**I-77 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)**

**I-78 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)**

**I-79 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

**I-80 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)**

**I-81 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2001)**

**I-82 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)**

**I-83 FAR 52.242-13 BANKRUPTCY. (JUL 1995)**

**I-84 FAR 52.243-1 CHANGES-FIXED PRICE (AUG 1987) – ALTERNATE I (APR 1984)**

**I-85 FAR 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE I (APR 1984)**

**I-86 FAR 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE II (APR 1984)**

**I-87 FAR 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)**

(a) *Definitions.* As used in this clause -

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: (b)(4)

(b)(4)

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c) or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -

- (A) The principal elements of the subcontract price negotiations;

- (B) The most significant considerations controlling establishment of initial or revised prices;

- (C) The reason certified cost or pricing data were or were not required;

- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: (b)(4)

(b)(4)

(End of clause)

**I-88 FAR 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

(End of clause)

**I-89 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2010)**

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates

of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

**I-90 FAR 52.245-1 GOVERNMENT PROPERTY. (APR 2012)**

**I-91 FAR 52.245-9 USE AND CHARGES. (APR 2012)**

**I-92 FAR 52.246-23 LIMITATION OF LIABILITY. (FEB 1997)**

**I-93 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)**

**I-94 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)**

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

- (a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. EPA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

- (b) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. EPA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to an ID/IQ TO contract with CR and FP TOs possible, contract No. EP-C-12-054. This may be confirmed by US. EPA, CPOD, 26 W. Martin Luther King Drive, Cincinnati, OH 45268 Attn: Noelle Mills.

**I-95 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)**

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

- (1) By the Contractor under a cost-reimbursement contract; and

- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

- (c) Contractors shall submit the above referenced transportation documents to--

the Task Order Project Officer listed on the applicable task order.

(End of clause)

**I-96 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)**

**I-97 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)**

**I-98 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)**

**I-99 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)**

**I-100 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**



This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation available at [HTTP://WWW.ARNET.GOV/FAR/](http://WWW.ARNET.GOV/FAR/).

(End of clause)

**I-101 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**I-102 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**

**SECTION J - List of Documents, Exhibits and Other Attachments**

<b>Attachment Number</b>	<b>Attachment Title</b>	<b>Date</b>	<b>Number of Pages</b>	<b>Cross Reference Materials</b>	<b>Document Version</b>
1	Performance Work Statement	08/30/2012	41		BASE
2	Reports of Work	08/30/2012	3		BASE
3	Conflict of Interest Evaluatio	08/30/2012	3		BASE
4	Definitions of Labor Classific	08/30/2012	2		BASE
5	Quality Assurance Surveillance	08/30/2012	2		BASE
6	Subcontracting Plan	06/25/2012	17		BASE
7	Conflict of Interest Plan	06/25/2012	5		BASE
8	Additional Clauses/ Provisions	09/20/2012	1		BASE

# **ATTACHMENT 1 PERFORMANCE WORK STATEMENT**

## **TECHNICAL SUPPORT FOR ASSESSMENT AND WATERSHED PROTECTION**

### **1.0 PURPOSE**

Since passage of the Clean Water Act of 1972, considerable progress has been made in reducing water pollution from both point and nonpoint source (NPS) dischargers. Although progress has been made in reducing pollution from point and nonpoint sources in the nation's streams, lakes, estuaries, wetlands, and coastal waters, state water quality assessments continue to show significant impairments of designated uses in these waters. On the other hand, states have identified healthy biota and habitats and intact watershed functions in watersheds. To fully meet the requirements of the Clean Water Act (CWA) and other legislation enacted since 1972, continued work must be performed to improve point and nonpoint source controls and to promote and foster improvements in nonpoint source management. Also, to fully meet the maintenance objective of the CWA, healthy watersheds must be identified and protected if restoration is to be successful. Water quality monitoring programs at the state, tribal, federal, local, and private levels are necessary to document the extent and nature of pollution problems nationwide, to determine the effects of pollution control programs, and measure progress toward water quality objectives and goals. The purpose of this Performance Work Statement (PWS) is to support the activities and mission of the EPA to: 1) monitor water quality, and manage and display water quality information; 2) assess water quality conditions and report on those conditions to the public and Congress; and 3) advance the protection and restoration of the nation's watersheds and water bodies. Protection and restoration of watersheds and water bodies can be accomplished through: 1) the development and implementation of Total Maximum Daily Loads (TMDLs), 2) ensuring the use of point and nonpoint source pollution controls, 3) the development of tools for ecosystem restoration, 4) the identification and protection of healthy watersheds, and, ultimately, 5) the improvement of water quality.

The following major activities are involved in this effort:

**1.1 Support watershed protection and restoration.** The contractor will provide techniques and strategies in the protection (i.e., biota and habitat and functional processes) and restoration of ecosystems (e.g., habitat, riparian, and stream corridor restoration) in conjunction with the programs of states, tribes, and other federal agencies.

**1.2 Promote watershed protection.** The contractor will provide technical, logistical, and administrative support to spread the message that traditional EPA, state, and tribal programs are most logically coordinated and implemented on a watershed basis, including the advocacy of the watershed scale approach to the development and implementation of TMDLs. This will involve public outreach and technology transfer to interested parties, and the forging of partnerships with those groups to achieve watershed protection goals using incentives, outreach, education, and creative, often non-regulatory, methods of improvement.

In addition, the contractor shall support the EPA in providing guidance and technical services for watershed planning activities. Those watershed planning activities will coordinate water quality protection and restoration programs, provide measurable goals for managing water bodies, and address the chemical,

physical, and biological integrity of water bodies impacted by land-use related activities, stormwater and runoff, habitat loss, invasive species, climate change, and pollution.

**1.3 Promote and support the identification and protection of healthy watersheds.** The contractor will provide technical and administrative support in identifying healthy watersheds at the state and local level and in implementing programs with the EPA Regions, states, tribes, federal agencies, local government, and other organizations to protect those watersheds. This will include supporting the EPA in the development of guidance and technical tools, healthy watershed assessments and measures, management strategies, protection program performance measures, and social and economic benefits analyses.

**1.4 Promote and support water quality monitoring across EPA programs, including integrating NPS monitoring, TMDL effectiveness, and site-specific water quality standard (WQS) attainment monitoring and statistically-valid surveys of surface water bodies at multiple scales.** The contractor shall provide technical, logistical, and administrative support to the EPA in: 1) designing monitoring plans, 2) the field collection of water quality samples for water quality studies, statistically-based surveys, and other purposes, and 3) laboratory analysis of water quality samples and assessment of results for water quality studies, statistically-based surveys, and other purposes. The contractor will provide technical and administrative support to spread the message that, logically, the monitoring for all programs needs to be integrated and coordinated on a watershed basis.

**1.5 Provide program tools.** The contractor shall provide tools for more effective and efficient watershed management, including technical workshops which provide training for the Watershed Scale Approach to TMDL development and implementation. These tools will include guidance and procedures for: 1) water quality monitoring and data management; 2) development and application of screening tools such as landscape models and vulnerability assessments, indicators, decision support and prioritization tools; and 3) use of the TMDL development and implementation, including innovative, surrogate TMDL approaches, implementation-ready TMDLs, nutrient criteria development and implementation, preparation of guidance on ecosystem and watershed management, preparation of additions to the Watershed Academy and other training venues for broad-based training, education, and water quality technical support.

**1.6 Promote water quality trading.** The contractor shall provide technical, logistical, and administrative support in the Agency's efforts to promote the application of market-based approaches to environmental management, specifically water quality trading. Activities within this category may include support in the development of technical guidance, organizing and conducting workshops and training, developing tools, creating outreach and education and other communications materials, and support in the development of a water quality trading recognition and awards program.

**1.7 Strengthen state and tribal NPS management.** The contractor shall provide technical, logistical, and administrative support to the EPA for work associated with the EPA regions, states, tribes, and watershed stakeholder organizations to develop a framework for strengthening nonpoint source management. In particular, the contractor will provide support in incorporating more robust Reasonable Assurance documentation into TMDLs impaired by both point and non-point pollutants.

**1.8 Focus programs on threatened and impaired waters.** The contractor shall provide technical, logistical, and administrative support to the EPA as it promotes the implementation of more effective water quality control programs (including, but not limited to, non-point source (NPS) programs) that will improve the quality of threatened or impaired waters and work to avoid new impairments or threats to water quality.

**1.9 Foster a commitment to solve water quality problems through private actions.** The contractor shall provide technical, logistical, and administrative support to the EPA as it uses varied approaches to public outreach as a means of educating the public and local decision-makers so that there is a broader commitment to solve pollution problems through individual actions and appropriate public policies.

**1.10 Work with the EPA to collect and share water quality information.** The contractor shall provide technical, logistical, and administrative support to the EPA for work associated with its collection and sharing of water quality information to support the goals of the CWA and the EPA's mission.

**1.11 Provide for the field collection of water quality samples.** The contractor shall provide technical, logistical, and administrative support to the EPA in the field collection of water quality samples for water quality studies, statistically-based surveys, and other purposes.

**1.12 Laboratory analysis of water quality samples and assessment of results.** The contractor shall provide technical, logistical, and administrative support to the EPA in laboratory analysis of water quality samples and assessment of results for water quality studies, statistically-based surveys and other purposes.

**1.13** The contractor shall provide technical, logistical, and administrative support on Green Infrastructure for Stormwater Management. This includes, but is not limited to: cost estimation, design guidance, training module development, webcasts, cross-media assessments (air, energy, urban forestry, etc.), outreach, and policy support.

The contractor will provide technical support to the EPA under this acquisition to develop the program tools for accomplishing the above goals. In the context of this acquisition, the term, EPA means the United States Environmental Protection Agency and its related organizations, including the EPA Regional Offices.

## **2.0 TASKS:**

### **2.1 TMDLs PROGRAM SUPPORT**

**2.1.1 Development of TMDLs.** The EPA Regions will identify specific TMDLs or portions of TMDLs for development or review. The contractor will provide technical support for TMDL development and implementation. That support could include activities such as: 1) gathering and evaluating existing data from public and private sources, and making recommendations on collection of new data to fill data gaps; 2) establishing numeric TMDL targets or surrogate targets; 3) assessing existing conditions; 4) conducting source analysis and analytical linkages between elements; 5) estimating loading capacity and TMDLs and allocating loads; 6) determining actions needed to address key sources; 7) completing assessment, analysis, and modeling efforts to establish draft TMDLs; 8) translating load allocations into daily loads using load duration curves and other methods; 9) preparing responses to public comments on technical portions of the TMDLs; 10) making recommendations for implementing TMDLs and monitoring towards the impaired waters to meet water quality standards and TMDL and waste load allocations; 10) assistance to States in incorporating various approaches for including Reasonable Assurance documentation into TMDLs, including approaches needed to incorporate nonpoint sources more effectively into ongoing TMDL development and implementation; 11) developing TMDL implementation plans; 12) preparing illustrative national case studies. Support for reasonable assurance could include: 1) providing technical assistance to estimate the current NPS load by sector, and a method for estimating expected NPS reductions by sector (e.g., type of Best Management Practices (BMP), how many will be applied, their pollutant reduction efficiencies, etc.);

2) development of an adaptive management procedure for reviewing key milestone progress and revising BMP to meet the TMDL target loads; 3) establishing a procedure for site-specific evaluation of water bodies with significant NPS pollution loads; 4) tracking the progress of NPS control implementation; and 5) developing a monitoring and reduction tracking system. For treatment of data, see Deliverables Section 4.0; for quality assurance, see Section 2.6.

**2.1.1.1 The temporal expression of TMDL loads in all the deliverables, in addition to the averaging period used by the modeling, shall also include a daily loads expression, unless otherwise indicated by the Task Order Project Officer (TOPO).** The contractor is referred to the draft document entitled “Options for Expressing Daily Loads in TMDLs” dated June 22, 2007, for technical guidance until more guidance becomes available. The draft document is available at: [http://water.epa.gov/lawsregs/lawguidance/cwa/tmdl/upload/2007\\_06\\_26\\_tmdl\\_draft\\_daily\\_loads\\_tech-2.pdf](http://water.epa.gov/lawsregs/lawguidance/cwa/tmdl/upload/2007_06_26_tmdl_draft_daily_loads_tech-2.pdf).

**2.1.1.2 The TMDL support document shall meet all regulatory requirements for a TMDL unless otherwise specified by the EPA.** The table of contents and content of the draft TMDL support document must also follow the table of contents and format specified by the TOPO if it is not otherwise specified in the PWS.

**2.1.1.3 The contractor shall also prepare an electronic library of the administrative records containing documents that support the establishment of and calculations/allocations for each of the TMDL support document deliverables.** Components of the record should include all materials relied upon to develop and support the calculations/allocations in the TMDL, including: 1) any data, analyses, or scientific/technical references that were used; 2) records of correspondence with stakeholders and the EPA; 3) responses to public comments; and 4) other supporting materials. This record is needed to facilitate public and/or EPA review of the TMDL. The contractor can exclude copyrighted material from the electronic library, but must include the reference in the Index of the Administrative Record required of each of the TMDL support documents. All material in the Index of the Administrative Record should be properly cited in the TMDL support document deliverables. Any references made in the TMDL support documents should be properly documented in its Index of the Administrative Record.

**2.1.1.4 Comments received regarding the draft deliverables shall be indexed into a separate document and included with the contractor’s responses when addressing the comments.**

## **2.1.2 Water Quality Assessments (for development of TMDLs) and TMDL Alternatives.**

**2.1.2.1 The contractor shall provide technical, logistical, and administrative support to prepare manuals and technical documents for monitoring and assessing water quality health, progress towards meeting water quality standards, and TMDL effectiveness.** The contractor shall support the EPA in: 1) identifying and collecting currently available assessment methods; 2) summarizing their contents, applicability, and usefulness; and 3) preparing recommendations of variations and combinations of methods which are appropriate to meet individual situations and site-specific needs.

**2.1.2.2 The contractor shall provide technical, logistical, and administrative support to identify and collect currently available methodologies, procedures, and approaches used by states, tribes, and territories to assess waters and calculate TMDLs of pollution for individual water bodies not meeting designated uses.** The contractor shall support the Agency’s efforts to: 1) review these methodologies,

procedures, and approaches; 2) disseminate information on their technical adequacy and sufficiency to states, territories, and tribes; and 3) design and implement demonstration projects utilizing technical methods, procedures, and approaches which are technically sufficient and adequate to assess waters and calculate TMDLs of pollution for individual water bodies not meeting designated uses. This support includes calculations, methodologies, or approaches for innovative TMDL approaches that may use surrogate parameters to bring water bodies into attainment.

**2.1.2.3 The contractor shall provide technical, logistical, and administrative support to identify and collect currently available methodologies, procedures, and approaches used by states, tribes, and territories to assess waters and develop TMDL alternatives (e.g., Category 4b) for pollution for individual water bodies not meeting water quality standards (designated uses, water quality criteria and antidegradation requirements).** The contractor shall support the Agency's efforts to 1) review these methodologies, procedures, and approaches; 2) disseminate information on their technical adequacy and sufficiency to states, territories, and tribes; and 3) design and implement demonstration projects utilizing technical methods, procedures, and approaches which are technically sufficient and adequate to assess waters and develop TMDL alternatives.

**2.1.2.4 The contractor shall provide technical, logistical, and administrative support to identify, collect, and review the procedures utilized by states, tribes, and territories to screen water quality assessment data and prepare priority lists of waters not meeting designated uses for which the calculation of a TMDL is scheduled.**

**2.1.2.5 The contractor shall provide technical, logistical, and administrative support to identify and collect the baseline data and individual assessment methodologies necessary to develop and promulgate TMDLs of pollutants for individual water bodies, where the EPA has been assigned a mandatory duty by the Federal Courts to assist states, tribes, and territories in meeting CWA requirements for TMDLs.**

**2.1.2.6 The contractor shall provide technical, logistical, and administrative support to EPA for the development and application of existing methodologies, protocols, and if necessary guidance, for conducting water quality assessments and for developing technically sound TMDLs.** These methodologies, protocols, and/or guidance would focus on situations where the existing tools are determined to be inadequate to address new or emerging assessment or TMDL development issues, or the existing tools have been ruled insufficient by the Federal Courts.

**2.1.2.7 The contractor shall provide technical, logistical, and administrative support in the Agency's efforts to identify and quantify the effects of stressors to present and future water quality, including, but not limited to, climate change, ocean acidification, invasive species, population growth, and shifts in land use.** The contractor shall assist the EPA in evaluating and developing methodologies to adequately reflect such stressors for 303(d) listing and TMDL development and implementation.

### **2.1.3 Water Quality Technical Modeling Support.**

**2.1.3.1 Provide technical support for application of information, procedures, and predictive tools that will facilitate incorporation of multi-source considerations into screening and planning/decision - type analyses.**

**2.1.3.2 Provide technical support for application and/or refinement of modeling tools for assessing the impact of point and nonpoint sources on receiving waters and linkages to ground water.** For treatment



of data, see Deliverables Section 4.0; for quality assurance, see Quality Assurance (QA) Requirements, Section 2.6.

**2.1.3.3 Provide technical support for the development and application of modeling tools for determining the point and NPS controls necessary in meeting water quality objectives.** This support could include quantifying the loads anticipated to be reduced by specific point or NPS control approaches, BMP, or strategies. For treatment of data, see Deliverables Section 4.0; for quality assurance, see Quality Assurance (QA) Requirements, Section 2.6.

**2.1.3.4 Provide technical support for the development of cost-effective monitoring strategies for gathering field data when such activity is required.**

**2.1.3.5 Support training and the application of water quality management models with state and local government watershed organizations.** Many of these tools address both point and NPS planning and management, primarily at the watershed level. Examples of such models are the Generalized Watershed Loading Function (GWLf) model, Spreadsheet Tool for Estimating Pollutant Load (STEPL), Soil and Water Assessment Tool (SWAT), Agricultural Non-Point Source model (AgNPS), Storm Water Management Model (SWMM), Hydrologic Simulation Program FORTRAN (HSPF), and Phosphorus Load (P-load). Training may also include working with the Pollution Reduction Impact Comparison Tool (PRedICT) and the Site Evaluation Tool (SET), which are tools for predicting load reductions for water quality management measures. For treatment of data, see Deliverables, Section 4.0; for quality assurance, see Quality Assurance (QA) Requirements, Section 2.6.

## **2.1.4 Economic Modeling and Analysis of Costs and Benefits**

**2.1.4.1 The contractor shall provide technical, logistical, and administrative support to identify, collect, and evaluate economic analyses and models which have been prepared to determine the costs (and benefits) of watershed management and existing regulatory requirements for surface water quality assessments and management approaches, such as calculating TMDLs of pollutants in individual water bodies.** In particular, the contractor shall support State and local efforts to more accurately estimate the cost of developing fully-approvable TMDLs. The contractor shall support the Agency's efforts to review for technical sufficiency these existing analyses and models. For treatment of data, see Deliverables, Section 4.0; for quality assurance, see Quality Assurance (QA) Requirements, Section 2.6.

**2.1.4.2 The contractor shall provide technical, logistical, and administrative support to apply these analyses and models to determine the costs and economic benefits of alternative regulatory approaches, which the Agency might be required to consider as a result of public comment or judicial review of the current regulations in the Code of Federal Regulations supporting individual requirements contained in the CWA.** For treatment of data, see Deliverables, Section 4.0; for quality assurance, see Quality Assurance (QA) Requirements, Section 2.6.

**2.1.4.3 The contractor shall provide technical, logistical, and administrative support to consider the costs and economic benefits of developing, managing, and implementing alternative approaches to implement specific statutory requirements in the CWA, as a result of public comment, judicial review, or congressional CWA reauthorization.**

**2.1.4.4 The contractor shall provide technical, logistical, and administrative support to identify, collect, and evaluate technical data and economic analyses and models to prepare a Regulatory Impact Analysis for alternative agency actions. Such a Regulatory Impact Analysis might be considered as a**

result of public comment, judicial review, or congressional reauthorization of CWA requirements for surface waters, water quality assessment, and management actions, such as the identification and scheduling of individual water bodies needing a calculation of TMDLs of pollutants. For treatment of data, see Deliverables, Section 4.0. For quality assurance, see Quality Assurance (QA) Requirements, Section 2.6.

## **2.2 Point Source (PS) & NPS Technical Support**

**2.2.1 NPS monitoring, land treatment tracking, and NPS data analysis methods.** Provide technical, logistical, and administrative support in the development of technical guidance, workshops, and training on water quality, ecological, and NPS monitoring, including chemical, physical, biological, and habitat monitoring in freshwater (both surface and ground waters) and saltwater environments. The contractor shall also support development of techniques for tracking land use changes and the implementation of NPS control practices for purposes of documenting the status of implementation and linking land-based data with water quality data to determine the effects of land management on water quality at the watershed-level and site-specific evaluations through statistical means. This work may include assessment, development, calibration, verification, and application of water quality models for surface and groundwater management. For treatment of data, see Deliverables Section 4.0; for quality assurance, see Quality Assurance (QA) Requirements, Section 2.6.

**2.2.2 BMP design, site planning, and development of technical information, such as BMP effectiveness, BMP options, and Green Infrastructure for Stormwater Management.** Provide technical support that will enable the EPA's state, territory, and tribal partners, and related organizations to incorporate BMP and management measures for point and NPS control. Areas to be addressed include BMP design, BMP system design, site planning, cost estimation, policy, case studies, cross-media integrated water resources management, integration of Green Infrastructure in watershed planning and urban development, and information on BMP effectiveness and limitations. Specifically, the contractor will assist the EPA and, through the EPA, the various states in defining the range of technically-feasible BMPs that span current NPS load estimates to the technologically-achievable limits. Such technical support may include life-cycle analyses, and analyses of operation and maintenance practices, performance, and costs. These analyses may also include the use of integrated water resource management policies, approaches, methods, and support to provide tools and analysis regarding the energy implications of using integrated water resource management approaches, including green infrastructure and low impact development practices. The range of point and nonpoint sources will include agriculture, urban, forestry, hydro modification, on-site disposal systems, marinas, storm water, Confined Animal Feeding Operations/Animal Feeding Operations (CAFOs/AFOs), and mining.

**2.2.3 Pollution control needs and priorities for various sectors (e.g., dairies, soybeans, private foresters, etc.), and support in developing strategies to address identified priorities.** Provide technical, logistical, and administrative support in the EPA's development of profiles of NPS sectors (e.g., dairy, agriculture) to assist in developing strategies for addressing problems caused by the sectors. Sector profiles will be developed that document the: 1) economic and social significance of the sector (e.g., share of world market, exports, production, jobs, products), 2) ways in which the business of the sector is conducted across the nation (e.g., details regarding planting, harvesting, and processing of soybeans), 3) water quality problems caused by the sector (e.g., sediment and nutrient loads from conventional-till corn), 4) BMP for preventing water quality problems (e.g., no-till corn and nutrient management), and 5) opportunities for working with the sector to help solve its water quality problems, both in surface waters and in ground water.

## **2.2.4 Implementation issues related to point and NPS strategies.**

**2.2.4.1 Assess implementation issues related to point and nonpoint source strategies and provide recommendations to EPA.** Provide technical, logistical and administrative support in the assessment and implementation of watershed-based strategies for controlling urban storm water, CAFOs, municipal, and industrial discharges, and recommend options to facilitate implementation of responsibilities under the National Pollution Discharge Elimination System (NPDES) at the state, local, and regional levels. This task will include support to effectively assess and track progress in the implementation of NPS controls, proposed as part of the TMDLs' Reasonable Assurance documentation. This task will also include support for EPA's management and administration of water quality planning programs under CWA sections 604(b), 303(e), 205(j) and 208 to further the assessment, protection, and restoration of watersheds. In addition, this will include technical assistance to the EPA concerning state grants procedures and program scope, analysis of environmental benefits and other outcomes of water quality planning activities, and support for implementation and/or revision of water quality management policies. All decisions and policy direction shall be the sole responsibility of the EPA.

**2.2.4.2 Provide technical, logistical, and administrative support on the development of watershed plans to address waters that are threatened or impaired by nonpoint sources, and which may include point sources.** The contractor may be asked to develop watershed based plans or modify existing watershed-based plans that both meet the TMDL requirements and the requirements for NPS watershed based plans listed in the EPA 2004 Supplemental 319 guidance. These watershed management or implementation plans may be associated with implementation of TMDLs or might address other threats to the physical, chemical, and biological integrity of the nation's waters. This would include support for the development and use of NPS models, other technical tools, and other implementation planning processes to assist in the implementation of NPS TMDLs.

**2.2.4.3 Provide technical, logistical, and administrative support in the analysis and evaluation of the range of voluntary and regulatory approaches to pollution control, including the use of incentive systems to strengthen such efforts.** Technical assistance regarding the use of incentive systems may include topics such as voluntary and regulatory incentives and other mechanisms, such as offsite mitigation schemes, to reduce the impacts of various land uses or development practices on receiving waters.

**2.2.4.4 Provide technical, logistical, and administrative support to integrate the policies of other agencies and their programs (e.g., Farm Bill, Transportation Programs, and Grazing Reform) with the monitoring, assessment, and NPS programs. The types of support the contractor may provide include data analysis (e.g., economic and water quality analyses), graphics presentations (e.g., Geographical Information Systems (GIS) applications), legislative analyses, and meeting support.**

**2.2.4.5 Provide technical support in implementing TMDLs for point sources through NPDES permitting, including translating waste load allocations into permit limits or other allowable methods.**

**2.2.4.6 Provide technical, logistical, and administrative support to the EPA for effective and responsible water use, treatment, disposal, and management, and in encouraging the protection and restoration of watersheds under the NPDES program.** Contractor support shall consist primarily of collecting, compiling, and/or analyzing data and information from files, records, and databases of the EPA, states, tribes, local authorities, and treatment facilities (including decentralized wastewater and stormwater facilities). The contractor shall provide recommendations, options, analyses, tool development, studies, peer

review, database support, outreach material or training with regard to standards and requirements for compliance. All decisions and policy direction shall be the sole responsibility of the EPA.

**2.2.4.7 The contractor shall provide technical, logistical, and administrative support for the EPA to address onsite stormwater and wastewater management systems (e.g., onsite wastewater treatment systems, low impact development stormwater systems, graywater systems, rainwater harvesting systems, water reuse systems) to reduce the impacts on receiving waters and restore impaired water bodies.** Support will include analyses of water related codes and ordinances, "green building" approaches and water resources, landscape design (including sustainable landscaping/turf management) and architecture, groundwater recharge, hydrology and water balance (at both the site and watershed scale), green transportation systems (including roads, highways, bridges, parking lots, and alleys), and "water sensitive design" approaches. Such technical support may include quantification of benefits and costs, performance and effectiveness analyses, decision making tools, database assistance, economic analysis, case studies, and modeling to determine relative costs and benefits, as well as technical support regarding the treatment and differential use of water based on end use, treatment costs, and public health risk.

## **2.2.5 Coastal NPS Programs under Section 6217.**

**2.2.5.1 Evaluate state coastal nonpoint pollution control programs submitted to the EPA and the National Oceanic and Atmospheric Administration (NOAA) under the Coastal Zone Act Reauthorization Amendments (CZARA) of 1990 to determine their conformity with the technical § 6217(g) guidance.**

**2.2.5.2 Develop periodic "Coastal Coordinators Workshops" [names of workshops will vary from year to year], which will provide an opportunity for technology and information exchanges among states beginning to implement their own coastal NPS programs.**

**2.2.6 Best Management Practices summaries and evaluations under CZARA.** Support EPA investigations of the effectiveness of BMP for agriculture, urban, forestry, hydromodification, on-site disposal systems, marinas, CAFOs/AFOs, and mining. The EPA currently has extensive documentation of BMP effectiveness through the coastal nonpoint pollution control program, or section 6217(g) guidance on management measures, but this information will require updates and expansion. The contractor shall perform literature retrievals, consolidate information, and provide summaries of the effectiveness and costs of BMP.

**2.2.7 Evaluate existing State and Tribal CWA Section 319 assessment reports and management programs.** Evaluate existing State and Tribal CWA Section 319 assessment reports and management programs to identify and clarify the need for technical and programmatic materials, tools, and guidance to strengthen Section 319 assessments and management programs. Evaluate monitoring programs to develop guidance and training materials for use with states and tribes on developing and implementing more effective NPS monitoring/assessment programs.

**2.2.8 Database development, data analysis, and data presentation capabilities--ability to access and use Federal data.** Provide support in database development, analysis, and presentation of data from various federal agencies, such as the U.S. Department of Agriculture, Department of Interior, and Department of Commerce. Data sources include, but are not limited to, the National Resources Inventory, Census, and National Water Quality Assessment. Analyses will identify areas of concern with regard to water quality problems, potential and existing NPS problems, and linkage of the two. National, water basin, state, and local-level analyses are all anticipated, as is presentation within a GIS environment.

**2.2.9 Manage the Section 319 Grants Reporting and Tracking System (GRTS):** The contractor will provide system enhancements and improvements to make documenting and reporting of grants implementation efficient and highly useful. The contractor will also ensure that the system works well, and it is appropriately linked to the Web-RIT locational tool. The contractor will provide overall support to the GRTS in order to ensure proper operation and maintenance. (See also Section 2.5.5, Support the Section 319 GRTS.)

**2.2.10 NPS Management Measures for Design, Operation, and Maintenance.** Provide technical support in the design, operation, and maintenance of measures in the following areas. *Note that the technical support work relative to the structures referenced below involves analysis and evaluation activities, and it does not include physical construction work, or actual performance of maintenance or operation of the structures.*

1. Dams and impoundment structures, and how they can affect surface water quality and habitat;
2. Channelization and channel modifications, and how they can affect surface water quality and habitat;
3. Constructed wetlands and vegetated filter strips--and how they can affect surface water quality and habitat;
4. Wetlands/riparian protection (particularly those restored for functional, as well as mitigative, purposes);
5. Structures and other measures related to treatment of nonpoint sources from agriculture, silviculture, urban development, mining, onsite wastewater treatment marinas and boating, and other sources of NPS pollution.

## **2.3 MONITORING PROGRAM AND DATA MANAGEMENT TECHNICAL SUPPORT**

### **2.3.1 Monitoring Guidance and Technical Support**

**2.3.1.1 Provide monitoring support (i.e., ambient, point, and NPS) at relevant scales (i.e., assessment unit, watershed, state, regional, national) to the EPA and, via the EPA, to its partners (states, tribes, local governments, territories, and other entities) in the characterization of water resource condition(s), evaluation, or stressors; developing and refining water quality standards; development, revision and tracking of TMDLs progress towards meeting water quality standards; evaluate TMDL assumptions and effectiveness and/or other watershed-based controls.** Perform actual water monitoring work on coastal, estuarine, and inland waters such as streams, rivers, lakes, ponds, reservoirs, and wetlands. For treatment of data, see Deliverables, Section 4.0; for Quality Assurance, see Quality Assurance (QA) Requirements, Section 2.6.

**2.3.1.2 Provide technical and logistical support to the EPA for the development and implementation of monitoring guidance to support multiple program and environmental management objectives. Guidance should address requirements and needs outlined in the *Elements of a State Monitoring and Assessment Program*, such as appropriate network designs, indicators and methods, quality assurance, and data management.** The above guidance is dated March 2003 (EPA 841-B-03-003) and can be found at: <http://water.epa.gov/type/watersheds/monitoring/repguid.cfm>. Provide technical support for the development of cost-effective monitoring strategies for the EPA, States, Tribes, and local governments.



**2.3.1.3 Provide technical, logistical, and administrative support of EPA efforts to work with monitoring partners outside the Office of Water and/or the Agency in collaborative monitoring, such as surveys of the nation's waters, data sharing, improving method comparability, documenting method performance, developing tools for evaluating protection and restoration priorities, measuring progress toward program goals, and interpretation and reporting of information for use by the public and decision makers.**

**2.3.1.4 Develop information, procedures, and tools that facilitate the incorporation of multi-source considerations into water quality screening and planning/decision analyses.**

**2.3.1.5 Provide support in the assessment and development of local/public participation programs for water quality assessment.**

**2.3.1.6 Provide technical support for the development of cost effective monitoring strategies for gathering field data.**

**2.3.1.7 Provide technical support in the assessment, development, and implementation of water and watershed indicators and scorecards to measure progress toward water quality goals.** Evaluate the roles and responsibilities of Federal, State/Tribal, and local governments in meeting objectives for point and NPS control. Develop reports and technology transfer tools to inform the public about progress toward water quality goals.

**2.3.1.8 Provide technical support including user support, training, system development and maintenance for current and future monitoring and assessment data systems and their geospatial layers (e.g., STORET, ATTAINS, NHD).**

**2.3.1.9 Support EPA workshops and training on data systems and GIS applications, GIS data development, and technical guidance on GIS applications. The contractor shall develop training materials, conduct training sessions, and develop data layers associated with watershed-level and national-level analyses of water quality problems, including those related to nonpoint sources.** The range of nonpoint sources will include agriculture, urban, forestry, hydromodification, on-site disposal systems, marinas, and mining.

### **2.3.2 EPA Volunteer Monitoring Program**

Provide technical support to the EPA volunteer monitoring program, including supporting EPA in its promotion of volunteer monitoring as a component of state, tribal, local or regional watershed protection projects and community-based environmental programs; researching, evaluating, adapting, updating or developing volunteer monitoring methods; supporting volunteer program use of EPA's STORET data management system or follow-on data systems through the development of user guides or other educational tools; and writing and editing text for volunteer manuals, planning guides, fact sheets, and outreach materials.

### **2.3.3 Biological Assessment Program**

**2.3.3.1 Provide technical support for the production and development of national biological assessment protocols for a variety of water body types, including streams, rivers, lakes, ponds, reservoirs, wetlands, estuaries, coastal waters, and coral reefs.**

**2.3.3.2 Provide user technical support for all biological assessment protocols.** This technical support includes building training modules and conducting workshops to disseminate information to state and local governments on the national biological assessment guidance documents; managing and analyzing state and local government biological data sets on an as-needed basis; modifying national guidance to fit local environmental considerations; and performing biological surveys for the EPA to assist State and local governments and to test proposed national protocols.

**2.3.3.3 Provide technical support for outreach activities for the EPA's biological program, including development of program highlights of case studies of bioassessment programs; development of program updates that track information on the use of biological data in state and local government water quality management programs; and development of additional outreach tools, such as display boards and brochures, that provide an overview of the EPA's biological assessment program.** This will also include providing support to the EPA for state, regional, and national workshops.

**2.3.3.4 Provide technical support for development of Tiered Aquatic Life Use guidance and implementation of case studies for all water body types, including workshops, meetings, and training.**

**2.3.3.5 Provide technical support for Bioassessment Comparability guidance, studies, and implementation, including workshops, meetings, and training.**

**2.3.3.6 Provide technical support for development and implementation of the Reference Condition Guidance document.** Support includes case studies, workshops, meetings, and training.

**2.3.3.7 Provide support to EPA for state, tribe, and local government monitoring of best reference sites, particularly those that may be threatened by future development.**

**2.3.3.8 Provide technical support to investigate and assess new innovations in bioassessments including DNA bar-coding of biota and new ways of analyzing data (i.e., statistical, graphics, and modeling approaches).**

## **2.3.4 Geographic Information Systems (GIS).**

Provide technical support in the application of spatial data and spatial analysis technologies, including GIS, to the Office of Water's (OW) integrated watershed protection initiatives. This support requires a multidisciplinary approach, including traditional computer skills combined with earth, physical, and environmental sciences, cartography, remote sensing, etc. It entails the full complement of project-related roles from project manager to spatial analyst. It requires the knowledge of spatial data (hydrology, land use, soils, wetlands, demography, habitat, etc.) and traditional spatial analysis techniques, including network analysis, buffering, polygon overlay, and proximity analysis. It includes the integration of environmental modeling techniques, such as fate-and-transport and dilution models. Products include interactive applications, paper maps, and the spatial data upon which they rely. These spatial analysis applications are intended to support OW programs at the EPA headquarters, the EPA regions, and with OW's external partners, including state and local governments. For treatment of data, see Deliverables, Section 4.0; for quality assurance, see Quality Assurance (QA) Requirements, Section 2.6.

**2.3.4.1 Manage spatial data for use in spatial analysis applications.** Provide effective spatial data management, including addressing the identification of data needs, inventorying available data, acquisition or development of priority data, preparation of data into a ready-to-use format, storage and delivery for use in desktop and Internet-based applications, and maintenance and archiving.

**2.3.4.2 Provide quality assurance checks on an as-needed basis as new data sets are evaluated and implemented.** Data quality descriptors shall be recorded consistent with Federal and EPA standards, e.g., Federal meta-data standard, EPA Locational Data Standard.

**2.3.4.3 Develop spatial analysis applications.** Spatial analysis applications development entails the identification of user application needs, as well as application design, implementation, testing, and delivery. Once applications are delivered, technical support, training, and maintenance will be required.

**2.3.4.4 The outputs from these applications shall be incorporated in demonstrations or briefing materials, including maps, data characteristics, and findings.**

### **2.3.5 National and State Assessment Data Base (ADB).**

The Assessment Data Base (ADB) is a software package created by the U.S. EPA to manage state water quality assessment and related information. Although the ADB is designed for managing water quality assessment programs, it is not intended to store or analyze raw monitoring data. The ADB facilitates state preparation of the report of water quality status required by Sections 305(b) and 303(d) of the CWA and the tracking of actions (i.e. TMDLs, watershed plans) to restore impaired waters. ATTAINS (Assessment, TMDL Tracking And Implementation System) is the national compilation of state-provided ADB systems ([www.epa.gov/waters/ir](http://www.epa.gov/waters/ir)).

An assessment unit may be any discrete hydrologic entity, as defined by each state, which is useful for assessment and management purposes. All information in the ADB is tied to an individual geographically defined assessment unit and each individual use assessment within each unit is given a unique assessment date. State-wide or watershed-wide probability based assessment results may also be recorded in the ADB. States may modify the ADB to address information management needs of particular interest; states can add new data elements and utilize optional fields on many existing data elements.

Some key elements are tracked for each water body:

- Water quality status: measures of quality such as the extent to which designated uses are fully supported, not supported, or not assessed.
- Causes: the types of pollutant or pollution causing water quality problems, e.g. Nitrogen, Atrazine, or siltation.
- Sources: the types of point or nonpoint sources responsible for the pollution, e.g., municipal treatment plants, agricultural runoff, or acid rain.
- Total Maximum Daily Loads: the specific allocations (Waste Load Allocations (WLAs) by facility & Load Allocations (LAs) by sector) of the TMDL developed to bring the water body back into water quality standards attainment.

For all tasks involving software development, the process employed will comply with industry standards including the requirements documentation, design documentation, and testing. Agency standard tools, technology and procedures (i.e. Enterprise Architecture), should be employed.

**2.3.5.1 Provide a customer support function to any user of the ADB or other EPA-developed mechanisms for state assessment data submission.**



**2.3.5.2 Provide support in defining water bodies (i.e., georeferencing) and digitizing them to provide map layers depicting the water bodies. These overlays will be compatible with Esri software, the Agency's GIS standard.** For treatment of data, see Deliverables Section 4.0; for quality assurance, see Quality Assurance (QA) Requirements, Section 2.6.

**2.3.5.3 Add data elements directly to the ADB system for either State or EPA personnel.**

**2.3.5.4 Maintain and modify, as appropriate, full user and system documentation of the ADB system, or other EPA-developed mechanisms for state assessment data submission, in accordance with EPA System Life Cycle standards.** This documentation shall be available within three days of request.

**2.3.5.5 Conduct training seminars based on technical guidance provided in task orders.**

**2.3.5.6 Maintain a copy of each version of the system.** The contractor shall always have the latest version available. The TOPO and contractor will determine if any particular change to the current version represents a new release, a new version, or only an enhancement.

**2.3.5.7 Maintain an on-line change control log of all changes, additions, or modifications to the ADB, or other EPA-developed system for state assessment data submission.**

**2.3.5.8 Translate state data into ATTAINS. Ensure that common formats enable national aggregation of information.**

**2.3.5.9 Make changes to online reports as per direction from the TOPO to ensure seamless access to all information on assessment decisions, impaired waters, and TMDLs to support Strategic Plan measures and public access.** Web services should be utilized where appropriate.

## **2.3.6 Integrated Water Quality Assessment (305(b) and 303(d)) of the CWA**

**2.3.6.1 Integrated Water Quality Assessments (Sections 305(b) and 303(d)).** Provide technical support to EPA in preparing the text, layout, and graphics for the National Water Quality Inventory Report and related summary documents and presentations, including Internet-accessible materials.

This technical support may include, but is not limited to:

1. Extracting water quality assessment data from state/tribal/ territorial water quality assessments;
2. Compiling additional data from other sources including, but not limited to, NOAA and USGS;
3. Maintaining and updating data in an electronic data base;
4. Performing quality control checks on data;
5. Analyzing and summarizing data;
6. Reviewing and summarizing state reports and other supplemental materials as necessary;
7. Providing technical assistance to the EPA to facilitate submissions by states, territories, and tribes of clear, properly formatted, and accurate 305(b) reports to the Agency (including support to facilitate submission of electronic information to the EPA);
8. Drafting text and creating graphics, including maps, to present the information requested in the Integrated Water Quality Monitoring and Assessment guidance;
9. Preparing materials for publication via hard copy and electronic media.

**2.3.6.2 Provide technical, analytical, editorial, and document preparation support to the EPA in the development and revision of guidance and related supplements for states, territories, and tribes on the preparation of water quality assessments and integrated 305(b) and 303(d) reports.** Provide technical, analytical, and logistical support to any future Integrated Report Workgroups. Support may include, but is not limited to:

1. Logistical support to the workgroup, including schedule and location of meetings, note taking and preparation of meeting summaries;
2. Technical and analytical support, including literature searches and related research, data collection and evaluation, and preparation of issue papers;
3. Editorial support in drafting and preparing guidance document text, layout, graphics, and camera-ready copy; preparing camera ready copy of reports to Congress and other related summary documents.

**2.3.6.3 Provide technical and analytical support to the EPA and its partners to support 303(d) list and Integrated Report development for specific states, territories and authorized tribes.** Potential activities could include: 1) analysis of data as a basis for placing waters on the §303(d) lists; 2) recommendations on listing methodologies for or evaluation of listing approaches used by states and territories; 3) review for technical sufficiency the 303(d) lists submitted by states, tribes, and territories; and 4) general technical analysis to provide information that is necessary to defend or settle lawsuits.

**2.3.7 Reports to Congress.** Provide technical support to the EPA in its preparation of reports to Congress under The Water Quality Act (WQA) of 1987; the Coastal Zone Act Reauthorization Amendments of 1990; and other laws related to the Nonpoint Source Program.

## **2.4 HEALTHY WATERSHEDS INITIATIVE SUPPORT**

**2.4.1 Provide technical and administrative support for the development of Healthy Watersheds Program Guidance.** This includes assisting the EPA in the development of EPA Regional, state and tribal Healthy Watersheds Strategies, integrating healthy watersheds protection into EPA programs and guidance, and the development of Healthy Watersheds Initiative measures.

**2.4.2 Provide technical support to the EPA and, via the EPA, to states and tribes for the development of Healthy Watersheds assessments.** This support requires a multidisciplinary approach with expertise in general ecology and ecosystem science, landscape ecology, aquatic biology and habitat, chemistry (in the context systems ecology), hydrology (both groundwater and surface water), fluvial geomorphology, geology (including soils science), and atmospheric science. These assessments, at various spatio-temporal scales, include landscape ecology (e.g., green infrastructure), instream flow, groundwater quality and transport, lake-level variation, fluvial geomorphology and processes (including sediment transport), habitat and biology, water chemistry and physical characteristics, and integrated healthy watersheds assessments of all of the above. ([http://water.epa.gov/polwaste/nps/watershed/hw\\_techdocument.cfm](http://water.epa.gov/polwaste/nps/watershed/hw_techdocument.cfm)).

**2.4.3. Provide technical support for the development of information, tools, and methods for both integrated healthy watersheds assessments and programs that protect healthy watersheds for implementation by states, tribes, local governments, and other organizations.** This information, tools, and methods should capture both the integration of biota, habitat, watershed functions and processes occurring over different spatio-temporal scales that recognizes the dynamics of aquatic ecosystems and their interconnectivity in the landscape, and the protection and management of healthy watersheds at various

spatio-temporal scales. Evaluate the roles and responsibilities of Federal, State/Tribal, local governments and other organizations in protecting healthy watersheds. Support the EPA in assisting states and tribes in their development of healthy watersheds programs that coordinate and leverage programs and resources across the agencies/organizational elements and with other stakeholders to protect healthy watersheds using a systems approach ([http://water.epa.gov/polwaste/nps/watershed/hw\\_techdocument.cfm](http://water.epa.gov/polwaste/nps/watershed/hw_techdocument.cfm)).

**2.4.4. Provide technical support for the development of Healthy Watershed indicators to measure progress towards protecting healthy watersheds and support listing and spatial displays of healthy watersheds.** This includes providing technical support to the EPA and on EPA's behalf, to the states and tribes in developing a national framework that provides consistency in its approach (e.g., definition of a healthy watershed and healthy watershed assessment components ([http://water.epa.gov/polwaste/nps/watershed/hw\\_techdocument.cfm](http://water.epa.gov/polwaste/nps/watershed/hw_techdocument.cfm))), but flexibility in methods, indicators, and spatial and textual communication displays. Contractors cannot provide services to the states and tribes except on the Agency's behalf.

**2.4.5. Provide technical support for the development of information on economic and social benefits and cost savings of protecting healthy watersheds by preservation, sustainable management or conservation, and implementing EPA and other programs.** This support requires expertise in social sciences and economics related to ecological benefits and services and the ability to develop this information in multiple forms (e.g., sound bites, management briefings, etc), for various audiences such as citizens, local governments, businesses, states, federal agencies, professional organizations, and other organizations.

## 2.5 GENERAL PROGRAM SUPPORT

**2.5.1 Workshop and meeting logistics support.** Provide administrative support in the planning and execution of workshops, training sessions, symposia, webcasts, webinars, and meetings related to this PWS and related task orders. This task requires the contractor to provide support in: (1) site selection; (2) meeting logistics, including arranging conference facilities, lodging, audio-visual needs, and registering participants; (3) preparing announcements and advance information for attendees; (4) soliciting attendees and papers, and inviting speakers to make presentations; (5) provision of logistical support for speakers and scientific or technical experts who directly contribute to the requirements of specific contract/task order performance; (6) planning meetings, and clerical preparation of EPA-developed workshop or meeting agendas; (7) developing workshop materials for all participants, including shipping technical materials for the workshops; (8) workshop evaluations; (9) on-site management, including registration support; (10) workshop facilitation; and (11) preparation of minutes, summary reports, and proceedings documents.

**2.5.2 Provide watershed educational and outreach support.** Provide watershed educational and outreach support in the form of workshops targeted at Federal, State, and local agency personnel, as well as involved citizens and watershed stakeholders. The execution of these educational seminars includes general workshop support, as described in the preceding paragraph, plus organizing workshops, delivery of training materials/modules, and post-workshop evaluations. The development of watershed focused outreach and educational materials for use in workshops and/or to be made available to the Agency as stand-alone materials and guides for distribution to the public, including web posting, is also required. These materials could cover topics including: techniques and approaches for delivery of effective outreach/educational programs, methods to improve stakeholder involvement, techniques to effectively evaluate outreach programs, and other relevant topics to enhance outreach programs at the watershed level.

**2.5.3 Internet and Public Education.** The contractor shall support the Agency's efforts to develop effective outreach materials and program information for use on the Agency's Internet/World Wide Web site and for distribution to the public at conferences and other venues. The contractor shall maintain and enhance current EPA Internet sites that focus on watersheds, and provide information and data on watershed management programs to the public. The contractor shall also have access to editors, graphic artists, and multimedia experts that can develop outreach strategies, displays, fact sheets, other publications, on-line modules, and videos/DVDs/PSAs to educate the public on key water/watershed issues and/or solutions that can be developed to support EPA outreach efforts.

**2.5.3.1 Maintain and enhance current EPA Internet Sites that focus on TMDLs, and provide information and data on TMDL waters; summaries of completed TMDLs; and the lists compiled by states, tribes, and territories of waters qualifying for TMDLs.**

**2.5.3.2 Catalog Data.** Process, document, and track data sets. The contractor shall support the Agency's efforts to ensure appropriate data and metadata entered into the Environmental Information Management System (EIMS) online data catalog.

**2.5.3.3. Support in maintaining existing watershed-related web sites and for designing new web sites. Support in conducting Webcasts and Webinars on a variety of watershed-related topics. Support in updating the Catalogue of Federal Funding for Watershed Protection and the Watershed Academy Web, which are both Oracle databases.**

**2.5.3.4 All materials published to the Web must be in compliance with Section 508 of the Rehabilitation Act of 1973, as amended regarding disabilities, in addition to being consistent with the EPA Web standards posted at: <http://yosemite.epa.gov/oei/webguide.nsf/standards-guidance>**

**2.5.3.5 GIS Analysis.** Produce GIS displays and overlays of data for the monitoring and assessment, and related data systems, using arc GIS, the agency standard GIS software. For treatment of data, see Deliverables, Section 4.0; for quality assurance, see Quality Assurance (QA) Requirements, Section 2.6.

## **2.5.4 Graphics Support.**

**2.5.4.1 Produce camera-ready art work (in either hard-copy or computer file format) and graphics that clarify and enhance EPA documents (manuals, brochures, and reports).**

**2.5.4.2 Provide editorial support, develop graphics and text materials for educational publications, and develop scripts used in educational and technical videos. The contractor shall also support the Agency's efforts to design and produce new videos on topics related to watershed protection, assessment, and restoration.**

**2.5.5 Support the Section 319 GRTS.** The contractor will provide support to ensure graphic components of reports from GRTS are prepared in a cost-effective and efficient manner, and they are highly useful. All deliverables will be furnished to the TOPO in electronic formats that are supported (i.e., PDF) and can be edited (i.e., Word, Excel) by the EPA. (See also Section 2.2.9 Manage the Section 319 Grants Reporting and Tracking System (GRTS) and Section 4.0, Deliverables).

## **2.5.6 Translation Support.**

Provide document translation. Unless otherwise specified, the translations should be in the standard language of the language being translated. For example, standard Spanish is one without regionalisms. There are some expressions that may be easily misunderstood in one country versus another. As with any other foreign language translation, content must be peer reviewed for accuracy.

## 2.6 Quality Assurance (QA) Requirements

### 2.6.1. General Quality Assurance/Quality Control Support

The contractor shall provide technical support in accordance with Agency guidance and requirements for Quality Assurance/Quality Control (QA/QC) to ensure that the analytical results and other data provided in all task orders issued under this contract are of known quality for regulation development or other specified data use(s). General information on EPA's Standard Operating Procedures (SOP) for QA/QC can be accessed in the following documents: <http://epa.gov/quality/faq7.html>, <http://epa.gov/quality/qs-docs/g6-final.pdf>.

The contractor shall ensure that the data provided for all task orders issued under this contract meets the data quality objectives that will be developed for each task order's Quality Assurance Project Plan (QAPP) (reference: *EPA Requirements for Quality Assurance Project Plans*, U.S. EPA Quality Assurance Management Staff), [http://www.epa.gov/QUALITY/qa\\_docs.html#](http://www.epa.gov/QUALITY/qa_docs.html#). For purposes of this PWS, "data" is broadly defined. Environmental data include any measurements or information (both primary data and existing data) that describe: environmental processes, location, or conditions; ecological or health effects and consequences; or the performance of environmental technology. This includes models; databases/IT systems; literature; software that impacts environmental data; and economic and statistical analyses. The contractor shall follow all Agency QA/QC guidelines associated with data collection and data management, including the EPA **OW Quality Management Plan (QMP)** (EPA 821-R-09-001) published in February, 2009, <http://www.epa.gov/oamcinc1/1100002/attach9.pdf>.

The contractor shall provide support in the development of techniques for implementing the OW QMP within the EPA Office of Wetlands, Oceans, and Watersheds (OWOW). This shall include: support in analysis of QA/QC needs conforming to the areas defined in the **OW QMP** (EPA 821-R-09-001); <http://www.epa.gov/oamcinc1/11/00002/attach9.pdf>; ANSI/ASQC E4; application of operational analysis techniques, Plan Do, Check, Act quality life cycle principles and approaches for continuous improvement, and Total Quality Management (TQM) approaches to analyzing environmental tasks to ensure quality and effectiveness; and, assistance in defining and implementing more effective approaches for the areas defined in the OW QMP. These areas cover complete systems development, such as watershed management approaches to specific technical, environmental, and economic data and information. Accordingly, analysis and implementation support will range from total systems through development of data quality objectives to establishment of controls for, and assessment of, confidence levels for environmental and related economic data.

The types of services to be provided under this work area include:

2.6.1.1. The contractor shall anticipate receiving task orders to provide quantitative as well as qualitative review of all analytical data generated by sample analysis, with the emphasis on quality control. All of this work shall be performed by individuals who are independent of the analytical data generation effort. Work may include the review of data from a variety of analytical techniques. These data include economic and statistical data, as well as chemical, physical, biological, and other environmental quality parameters



including, but not limited to: data from gas chromatography, gas chromatography/mass spectrometry, gas chromatography/Fourier transform infrared spectroscopy, high performance liquid chromatography, inductively coupled plasma emission spectroscopy, atomic absorption spectroscopy, and real-time quantitative polymerase chain reaction (qPCR) platforms; enzyme-linked immunosorbant assay (ELISA), and diatom, fish and benthic macro invertebrate identification and enumeration. For an example of constituents that are analyzed using some of the aforementioned techniques as a part of the 2010 National Coastal Condition Assessment (NCCA) see Attachment A, Table One: “Analytes Measured in 2010 National Coastal Condition Assessment”.

2.6.1.2. The contractor shall anticipate receiving task orders to provide: evaluations of the performance of analytical methods; and, recommendations for necessary modifications/deviations for complex matrix sample analysis in support of EPA sampling activities.

2.6.1.3. The contractor shall anticipate receiving task orders to develop and evaluate QA/QC limits for new methods; and, instrument parameters, and to evaluate new research and innovative practical applications for potential use in the laboratory and in field efforts. The contractor shall, based on its thorough knowledge and understanding, provide technical support in developing and documenting technical requirements for analysis, performance specifications, and reporting requirements, and prepare deliverables necessary to meet the goals and objectives of EPA studies that require laboratory analysis, and field measurement and analysis.

The contractor shall support the EPA in researching and developing appropriate measurement procedures, for traditional methods used by laboratories, *in situ* probes, and new innovations and novel applications. The contractor shall anticipate requests for support for: measurement procedures for methods that can be used in the field, determination of probable biases, identification of sources of error due to methods used for measurement, and developing recommendations for modifications to minimize error.

2.6.1.4. In order to document the ability of laboratories to perform the required analysis, the contractor shall anticipate receiving task orders to compile and report laboratory performance data, such as quarterly performance evaluation samples, blind samples, and laboratory audits. The contractor shall support EPA in conducting laboratory on-site audits, and paper audits of analytical laboratories, as well as studies prepared by contract laboratories. The contractor shall coordinate its on-site visits with the laboratory personnel and EPA staff. When conducting on-site audits, contractor personnel must be accompanied by an EPA employee, and wear identification badges that clearly identify them as contract employees.

2.6.1.5. The contractor shall anticipate receiving task orders to assemble information and prepare reports on QA/QC to include, but not limited to, issues related to the EPA’s environmental data collection activities.

2.6.1.6. The contractor shall anticipate receiving task orders to provide technical support (*e.g.*, recommendations to the Agency on water quality modeling) to the TOPO on QA/QC activities required by Agency policy. These efforts may include the preparation of QA/QC manuals and reports, QA/QC guidance and training materials, and other QA/QC assistance.

2.6.1.7. The contractor shall support Agency efforts to implement Quality Assurance policies, guidance, and requirements. This may include supporting individual TOPO in the organization and conduct of QA/QC training activities, meetings, conference calls, and webinars.

## **2.6.2. QUALITY MANAGEMENT PLAN (QMP).**

The contractor shall have an approved QMP that conforms to Agency QA/QC procedures, and ANSI/ASQC E4, and is customized relative to the performance activities under this PWS. Information on EPA requirements for the Quality Management Plan can be accessed at the following URLs:

<http://www.epa.gov/quality/qmps.html> ;

<http://www.epa.gov/quality/qs-docs/r2-final.pdf> or *[EPA Requirements for Quality management Plans (QA/R-2)* (PDF 30pp, 86k) –March 2001; and

(Reissued May 2006), EPA/240/B-01/002. *Reissue Notice* (PDF 2pp, 91K). This document contains specifications for organizations that receive funding from the EPA (equivalent to those in EPA Manual 2105-P-01-0).

The offeror's QMP and general approach for implementing QA requirements in the PWS may become part of the public record at time of the contract award. Any subsequent updates and revised versions of the approved QMP are also subject to public release. If the Offeror feels the QMP should remain proprietary, then upon receipt of a final contract in response to this solicitation, the Offeror will be required at the Offeror's expense to prepare a version of the QMP and furnish it to the EPA that the EPA may make publicly available.

### **2.6.3. QUALITY ASSURANCE PROJECT PLAN (QAPP)**

In many, but not all, task orders, there will be a requirement in the TO PWS for the contractor to support the preparation of a QAPP. Consistent with EPA Quality Manual for Environmental Programs, CIO 2105-P-01, which can be accessed at: <http://www.epa.gov/irmpoli8/policies/2105P010.pdf>, a QAPP is usually required when data is generated to be used to make an agency decision, whether the data are derived from monitoring, sampling, analysis, modeling, existing data, or literature.

The QAPP will be specific to the individual task order, and it must be reviewed and approved by the appropriate EPA Quality Assurance Officer (QAO) prior to the contractor incurring any billable costs for portions of the task order which contain QA/QC related actions.

EPA policy requires that the QAPP be reviewed and approved by the EPA TOPO and by the appropriate EPA QAO. This review is to ensure that the QAPP contains the appropriate content and level of detail. Previously-approved QAPPs that do not specifically address the particular TO at issue will require editing and resubmission for approval, and those portions that do not apply to the TO must be deleted from the QAPP.

Any QAPP that is approved by the appropriate EPA QAO for a task order awarded under this contract will be considered by the EPA to be available in the public domain and may be distributed by the EPA to the public.

When contractor support for preparation of a QAPP is requested in the PWS of a Task Order, the QAPP will be prepared in accordance with the contract-specific QMP described in Section 2.6.2 of this PWS, and in accordance with the following:

#### **EPA Requirements for Quality Assurance Project Plans (QAPP) (EPA QA/R-5)**

<http://www.epa.gov/quality/qs-docs/r5-final.pdf> ; and

**The Office of Water Quality Management Plan**, (EPA 821-R-09-001) published in February, 2009, <http://www.epa.gov/oamcinc1/1100002/attach9.pdf>.

For task orders issued under this contract that request contractor support for preparation of a QAPP, the deliverables shall be furnished to the Contracting Officer (CO) and TOPO) in electronic form in both a word processing file and a PDF file.

- 2.6.3.1 Unless otherwise specified in any individual TO, the contractor will be expected to support the TOPO in preparation of QAPP deliverables for approval by the appropriate EPA QAO for any or all of the following:
  - 2.6.3.1.1 When modeling is requested in the PWS of an individual TO, the contractor shall support the TOPO to develop a modeling QAPP that will be applicable solely to the activities requested in that TO. The contractor shall submit the QAPP to the TOPO. The QAPP will be reviewed and approved by the TOPO and by the appropriate EPA QAO to be specified by the TOPO.
  - 2.6.3.1.2 The modeling QAPP shall conform to **EPA G5/M** (December 2002, EPA/240/R-02/007 (<http://www.epa.gov/QUALITY/qs-docs/g5m-final.pdf>)). Modeling work cannot begin under any individual TO until the TO-specific QAPP is approved by the EPA. As referenced above in Section 2.6.3, a QAPP is usually required when data are generated to be used to make an agency decision, whether the data are derived from monitoring, sampling, analysis, modeling, existing data, or literature.
  - 2.6.3.1.3 When monitoring is requested in the PWS of an individual TO, the contractor shall support the TOPO to develop a monitoring QAPP that will be applicable to the activities requested in that TO. The contractor shall submit the QAPP to the TOPO. The QAPP will be reviewed and approved by the TOPO and by the appropriate EPA QAO to be specified by the TOPO.

The monitoring QAPP shall conform to the EPA's QA guidance for a sampling QAPP (<http://www.epa.gov/QUALITY/qs-docs/g5s-final.pdf>). As mentioned previously, a QAPP is usually required when data are generated to be used to make an agency decision, whether the data are derived from monitoring, sampling, analysis, modeling, existing data, or literature.

- 2.6.3.1.4 When the generation of GIS data is requested in the PWS of an individual TO, the contractor shall comply with the QA guidance for GIS data (QA/G-5G, <http://www.epa.gov/QUALITY/qs-docs/g5g-final.pdf>). Depending upon the modeling techniques, data resolution, data consistency, software applications, and other characteristics, in lieu of the G-5G, the Digital Elevation Module (DEM) and National Elevation Dataset (NED) will most likely provide a generalized depiction of landforms, especially in areas of moderate topographic variations or flat areas. For this reason, delineations based on DEM and NED need to be independently checked on 1:24,000 Digital Raster Graphics (DRGs) and reviewed closely by the contractor prior to finalizing any QAPP deliverable involving GIS data. A detailed description of the source elevation model must be documented in the metadata. Consistent with EPA's QA/G-5M, such procedures must be included in the QAPP.

The contractor shall submit the QAPP to the TOPO. The QAPP will be reviewed and approved by the TOPO and by the appropriate EPA QAO to be specified by the TOPO.



- 2.6.3.1.5 When the performance of community-level biological assessments in wadable streams and rivers is requested in the PWS of an individual TO, the contractor shall follow the guidance in: ***“Generic Quality Assurance Project Plan Guidance for Programs Using Community Level Biological Assessment in Wadable Streams and Rivers”*** (EPA Number: 841-B-95004 – <http://www.epa.gov/bioiweb1/pdf/EPA-841-B-95-004GenericQualityAssuranceProjectPlanBioassessment.pdf> ).

The contractor shall submit the QAPP to the TOPO. The QAPP will be reviewed and approved by the TOPO and by the appropriate EPA QAO to be specified by the TOPO.

- 2.6.3.1.6 Except where specifically delegated, all QAPP’s intended for the performance of work under individual TOs that are prepared by non-EPA organizations must, prior to implementation, be approved by the TOPO and by the appropriate EPA QAO to be specified by the TOPO.
- 2.6.3.2 All QAPPs shall be implemented as approved for the intended work.
- 2.6.3.3 The prime contractor shall ensure that all parts of the organization performing the work, including subcontractors, are responsible for implementing the QAPP that has been approved by EPA for each individual TO, and for ensuring that all personnel involved in the work have copies of the approved QAPP, along with all other necessary planning documents.
- 2.6.3.4 The prime contractor shall ensure that all personnel in the contractor’s organization, including subcontractors, who are involved in each individual TO, understand the requirements prior to the initiation of data-generation activities (including generation or interpretation of environmental data using modeling techniques).
- 2.6.3.5 The prime contractor must ensure that all personnel, including subcontractors, who develop and review a QAPP involving model development or application have the proper experience and educational credentials to understand the relevant issues.
- 2.6.3.6 QA Considerations when Technical Direction or TO Modifications are Issued :  
Because of the complex and diverse nature of environmental data operations, changes to the PWS in individual TO, including revisions to methods or objectives, are sometimes required. If a modification to a TO issued by the EPA CO or Technical Direction issued by the TOPO warrants a change in protocols related to QA/QC, the QAPP must be modified to reflect the change. The contractor will be expected to furnish technical support to the TOPO to prepare changes to the QAPP, which then must be approved in writing by the EPA prior to the contractor incurring further billable costs related to QA/QC activities in the PWS.

According to EPA policy, a revised QAPP must be reviewed and approved by the same EPA authorities that performed the original review.

For those TOs where the PWS involves data collection and/or analysis, the contractor must not make any procedural changes to the methods for data collection or analysis, or to other activities involving QA/QC until a revised QAPP is prepared, furnished to the EPA for review, and approved in writing by the EPA. The contractor shall identify such changes to the TOPO when the contractor furnishes to the TOPO any proposed revisions to the QAPP for EPA review and approval. The TOPO will evaluate any proposed changes to the procedures, and review all proposed revisions to the QAPP.

The TOPO will determine if the proposed changes affect the technical and quality objectives of the TO. The TOPO will assess whether the proposed procedural changes have quality impacts, and whether the proposed revisions to the QAPP are sufficient to meet the objectives of the TO. The TOPO will then make a recommendation about the procedural changes and the proposed QAPP revisions to the EPA QAO. The changes to procedures involving data collection and analysis can be implemented by the Contractor only after the EPA QAO has approved in writing the revisions to the QAPP.

For those TOs where the PWS involves modeling, the contractor must not make any procedural changes until a revised QAPP is prepared, furnished to EPA for review, and approved in writing by EPA. The contractor shall identify changes to the TOPO when the contractor furnishes to the TOPO any proposed revisions to the QAPP for EPA review and approval. The TOPO will evaluate any proposed changes to the procedures, and review all proposed revisions to the QAPP. The TOPO will determine if the proposed changes affect the technical and quality objectives of the TO. The TOPO will assess whether the proposed procedural changes have quality impacts, and whether the proposed revisions to the QAPP are sufficient to meet the objectives of the TO, and make a recommendation about the procedural changes and the proposed QAPP revisions to the EPA QAO. The changes to the modeling procedures can be implemented by the Contractor only after the EPA QAO has approved in writing the revisions to the QAPP.

#### 2.6.3.7 Quality Assurance Progress

When an approved QAPP is in place for any TO issued under this contract, the contractor shall be required to include Statements of Quality Assurance Progress in the contractor's monthly progress reports from the time of QAPP approval until the Final Deliverable necessitating the QAPP is accepted by the EPA.

The contractor shall also furnish a Quality Assurance Report (QAR) for review and approval by the TOPO. This report is intended to be a post-effort reporting to the EPA, which documents the contractor's QA/QC of the technical effort to produce a defensible deliverable. The contractor can anticipate including the QAR with other deliverables of the TO, and the contractor will follow a format for preparing the QAR which will be specified by the TOPO in the PWS of the individual TO.

## 2.7 Peer Review

The contractor, pursuant to a written TO approved by the CO, shall provide one or more recognized, independent peer-reviewers who will provide impartial evaluations of work products within the scope of that TO. This may also include conducting a blind or anonymous peer review. When conducting peer reviews, the contractor shall follow the EPA's Science Policy Council Handbook on *Peer Review*, 3<sup>rd</sup> Edition, (EPA 100/-B-06/002) (2006) and Addendum (2009). The handbook can be found electronically at the EPA website (<http://www.epa.gov/peerreview/>). In addition, the contractor shall complete the checklist provided as Attachment 3 of the solicitation for all peer review task orders. The contractor shall discuss coordination, including the specific charge, of peer reviews with the TOPO pursuant to an approved TO. Peer review services may be required to support work products encompassing, but not limited to:

- scientific and technical reviews;
- scientific assessments;

- guidance documents;
- Healthy Watersheds Assessments;
- Healthy Watersheds technical approaches;
- scientific and research proposals;
- various statistical methodologies;
- social and anthropological science approaches;
- aquatic ecosystem monitoring quality assurance project plans
- laboratory sampling plans and protocols, results, assessments, and reports;
- air and water modeling and modeling approaches;
- technical approaches and modeling used to develop and evaluate TMDLs;
- BMP measures, guidance, and tool development;
- water quality and wetland trading practices;
- watershed planning tool development and watershed plans;
- nonpoint source pollution control engineering approaches;
- low impact development effectiveness studies; and
- wetland monitoring, mitigation, and restoration plans.

There are two types of peer reviews that may be performed under the resulting contract: scientific/technical peer reviews, and editorial peer reviews. Scientific and technical peer reviews are conducted by individuals having scientific and/or technical expertise in disciplines relevant to the subject matter being reviewed.

Scientific and technical peer reviews (1) ensure that the most important literature has been reviewed, and the review has stated the scientific evidence correctly; (2) ensure the use of the scientific and technical evidence in developing a new theorem or supporting an existing theory; and (3) may include scientific and technical analysis, whereby the end-product may be unknown, and the review provides the best plausible scientific explanation of what is expected.

Editorial peer reviews are used to (1) correct punctuation, grammar, and spelling errors; (2) ensure that all text references are cited and listed correctly; and (3) ensure that the correct text format and scientific nomenclature have been used.

An independent peer reviewer is an expert who is not associated with the generation of the specific work product that is the subject of the peer review, either directly or by substantial contribution to its development or indirectly by consultation during the development of the specific work product. Independent peer-reviewers are required to declare whether or not they have any conflicts of interest. Peer reviewers shall: 1) have scientific expertise that bears on the subject matter under discussion; 2) be free of real or perceived conflicts of interest; and 3) represent a balanced range of technically legitimate points of view and disciplinary mix. The contractor shall provide high quality peer review services in a variety of scientific and engineering fields and disciplines. Individual peer reviewers shall have expertise, national and/or internationally, in the fields of aquatic and landscape ecology; ecological risk assessment including statistical, economic, and regulatory impact analysis; aquatic chemistry; social and anthropologic sciences; and aquatic hydrology and engineering.

### **3.0 Special Conditions.**

**3.0.1** The contractor shall supply all necessary labor, materials, equipment and facilities in technical support of the program areas listed herein, and as further specified by written TOs issued by the CO. The

Contractor may not publish or print material or analyses generated under this Contract unless the EPA TOPO has agreed in writing to the release of the information. The contractor shall perform multiple task orders concurrently. For treatment of data, see Deliverables Section 4.0; for quality assurance, see Quality Assurance (QA) Requirements, Section 2.6.

**3.0.2** The contractor staff will be required to identify themselves as contractors whenever their EPA work brings them in contact with the public (such as when they are providing technical information or conducting training and conferences). Contractor staff must always wear contractor ID badges when interacting with the public.

**3.0.3** When serving in either a technical or logistical support role at conferences and workshops, contractor staff shall only attend sessions that are relevant to their role in support of the proceedings. When the contractor is to conduct training, the EPA will review and approve all materials and courses before presentation, ensuring the training material is factually accurate, and clear in its presentation of the EPA's views, policies, and regulations.

### **3.0.4 Timely Progress Reports.**

The contractor shall submit progress reports to the TOPO concurrent with its invoicing schedule. Progress reports must reflect contractor activity within the same time frame as the invoice being submitted by the contractor for payment consideration.

## **3.1 Compliance with information technology requirements**

**3.1.1** All work performed under this contract shall adhere to the clause EPAAR 1552.211-79 "Compliance with EPA Policies for Information Resources Management", which requires adherence to all applicable Agency directives for performance of any IRM-related work.

**3.1.2** All contractor work shall be in compliance with pertinent Federal and EPA information processing and telecommunications standards and procedural guidelines. The contractor shall also comply with the Federal Information Processing and Standards (FIPS), published by the National Institute for Standards and Technology (NIST). The contractor shall also comply with the EPA's technical and operational standards as issued by its technology services organizations. The contractor shall observe the policies, procedures and formats described at the sources in Attachment B, Table Two, "Directives for Performance of IRM-Related Work".

## **3.2 IRM Policies, Standards and Procedures [<http://www.epa.gov/irmpoli8/policies/index.html>].**

All contractor work shall be in compliance with the 2100 Series (2100-2184) of the Agency's Directive System, which contains the majority of the Agency's IRM policies, standards and procedures.

## **3.3 Registry of Environmental Applications and Data (READ).**

**<http://www.epa.gov/epahome/data.html>**

A contractor developing or enhancing an information resource shall first conduct a thorough search of existing information resources, through means such as READ, to ensure development/enhancement of information resources does not duplicate existing information resources. If potential duplication is determined, the contractor shall consult with the EPA TOPO to ensure that existing information resources are optimally utilized in conjunction with the information resource being developed/enhanced by the

contractor. For any development/enhancement of information resources, the contractor shall work with the EPA on inserting/updating the resource description information in READ.

### **3.4 Data Standards and Environmental Data Registry (EDR).**

( [http://iaspub.epa.gov/sor\\_internet/registry/sysofreg/home/overview/home.do](http://iaspub.epa.gov/sor_internet/registry/sysofreg/home/overview/home.do) )

Any development/enhancement of information resources (information resources include systems, databases, and models/web applications that utilize information in the OW systems and databases), as well as any data products flowing to or from EPA information resources, must adhere to the data standards detailed in the EDR.

### **3.5 Monitoring information in STORET and follow-on data systems**

( <http://www.epa.gov/storet/> )

Any ambient water quality, chemical, physical, biological, sediment, tissue, and ecological monitoring data collected as part of any contract, grant, or cooperative agreement activities must be entered into STORET or its follow-on data systems and be made available to the EPA in a compatible format. The contractor shall use its own company name as the entity for data collected by the contractor when entering its data. The contractor shall report quality control of the data upload to the EPA.

### **3.6 National Hydrography Dataset (NHD) Indexing (<http://www.epa.gov/waters/>).**

Data related to OW programs that is required to meet the EPA Latitude/Longitude Standard shall also be indexed to the NHD, using EPA OW standard formats available on the Watershed Assessment, Tracking & Environmental Results (WATERS) website. Exceptions include groundwater data and data related to points greater than two miles from the United States coastline. The WATERS website describes the EPA tools and training that are available for NHD indexing.

### **3.7 Web Standards**

All software (including web pages) development shall be done in consultation with the TOPO according to functional requirements and design found in the following documents. All work performed by the contractor must also adhere to the government policies, procedures, and guidance in the following manuals:

EPA Standard Operating Procedures for the Development and Review of Publications: Printed, Web, and Other Media <http://www.epa.gov/productreview/index.html>

EPA Web Guide <http://yosemite.epa.gov/oei/webguide.nsf/homepage/>;

EPA Section 508 Accessibility Guide: <http://www.epa.gov/accessibility/>;

Guide for Developing Usable and Useful Web Sites (Usability Guidelines): <http://www.usability.gov/>;

EPA Information Resources Management (IRM) Policy:  
<http://www.epa.gov/irmpoli8/policies/index.html>;

All policies/guides/manuals shall be made available to the contractor through the EPA CO or the TOPO at the time the Request for Proposal is submitted for competed task orders. Contractors should be familiar with all requirements prior to commencement of work.

## 4.0 Deliverables.

All deliverables developed at any time under this contract must be provided to the TOPO in electronic formats that are supported (i.e., PDF) and can be edited (i.e., Word, Excel) by the EPA. GIS data must be in ArcGIS format. Ambient Water Quality Data collected must be entered into STORET or its follow-on data systems.

4.1 The contractor shall furnish all data (e.g., GIS, monitoring, modeling inputs/outputs, etc.) to the TOPO upon completion and acceptance by the TOPO of final deliverables for each TO. The data must also be accompanied by an inventory list describing all the data used.

4.2 Metadata must be developed for all project-generated GIS and must accompany the GIS deliverables. Metadata must be compliant with the "Content Standard for Digital Geospatial Metadata" approved by the Federal Geographic Data Committee (FGDC). Metadata compliance can be checked using the following tool: <http://geo-nsdi.er.usgs.gov/validation/>

4.3 **PDF Requirements** - All PDF files must meet the following standards:

4.3.1. Adobe page numbers must reflect actual document page numbers. Include i, ii, iii and chapter/subsection re-numbering.

4.3.2 Bookmarks should be used in long documents with multiple sections.

4.3.3 Table of Contents entries must be jump-linked to the correct location in the document.

4.3.4 The initial view must display Bookmarks Panel and Page (unless the document is short and has no bookmarks) and Document Title (rather than file name)

4.3.5 All appropriate metadata must be entered in the document properties to be provided by EPA. This includes:

4.3.5.1 Document Title;

4.3.5.2 Author;

4.3.5.3 Subject (e.g. Total Maximum Daily Loads); and

4.3.5.4 Keywords.

4.3.6 The document must be created/saved for Fast Web View.

4.3.7 All PDF files must also conform to Section 508 – Accessibility. The contractor is provided the following references for guidance:

EPA's Short Checklist, guidelines for the use of PDFs:

[http://yosemite.epa.gov/OEI/webguide.nsf/design/pdf\\_guidance;](http://yosemite.epa.gov/OEI/webguide.nsf/design/pdf_guidance;)

EPA's PDF White Paper - Final Revised - July 20, 2006:

[http://yosemite.epa.gov/OEI/webguide.nsf/design/pdf-2010/\\$File/pdf-white-paper.pdf](http://yosemite.epa.gov/OEI/webguide.nsf/design/pdf-2010/$File/pdf-white-paper.pdf)



EPA's PDF website:

**[http://yosemite.epa.gov/OEI/webguide.nsf/design/pdf\\_guidance](http://yosemite.epa.gov/OEI/webguide.nsf/design/pdf_guidance)**

Social Security Administration guidance for creating accessible PDFs and word documents (covers converting Word documents to PDFs) -

**[http://www.cio.gov/documents/Producing\\_Accessible\\_Word\\_and\\_PDF\\_docs-SSA\\_Guide\\_v2-1.doc](http://www.cio.gov/documents/Producing_Accessible_Word_and_PDF_docs-SSA_Guide_v2-1.doc)**

4.4 All laboratory analyses performed under individual TOs issued under this contract shall be uploaded into STORET by the contractor (see Section 3.5). The contractor is referred to the WQX format to upload data to STORET until more current methods becomes available:

**<http://www.epa.gov/storet/wqx/index.html>**.

4.5 Each initial deliverable shall be provided to the EPA TOPO in draft form for review and comment. The contractor shall incorporate procedures to ensure that these drafts completely document the methodologies being used, utilize the appropriate assumptions and data, are accurate and complete, and as specified in the task order or other written technical direction before providing them to the EPA. The contractor shall incorporate TOPO review comments into revisions of the drafts. All drafts and final reports shall be approved by the TOPO. Activities to be conducted under this contract are limited to technical support. The TOPO will review all contractor analyses and make final determinations with regard to program objectives and the content of Agency regulations and policy development.

4.6 It is anticipated that the work product of any federally funded agreement will be reviewed for scientific validity and may be used as a tool or reference for future projects. The EPA will use the deliverables that result from multiple award contract/TOs resulting from this RFP to answer questions during public notice. Therefore, all data, sampling, analysis, research, reference materials, geo-spatial layers, coding and modeling that is performed, utilized or produced under the multiple award contract/TOs resulting from this RFP shall be submitted to the EPA in a manner that allows the EPA to appropriately modify the information according to public comment.

4.7 The contractor shall support Agency efforts to meet current Federal Document and Records Management policy requirements. The contractor shall also anticipate requests to support Agency efforts to meet, interpret, or plan for implementation of any new policies, directives, or guidance issued for Federal Document and Records Management during the period of performance of this contract.

The kinds of contractor support which may be required in individual TOs issued under this contract include: support for the preparation of records in the project files of individual TOs issued under this contract; and support for the preparation of archival copies of draft and final deliverables developed in individual TOs issued under this contract.

The contractor shall also support Agency efforts to meet current and ongoing Federal Document and Records Management policy requirements for contract-level Project Reports furnished to meet Office of Acquisition Management (OAM) contract-level requirements.

The contractor is provided the following references for guidance:

ATTACHMENT (C): Office of Water Records Management background information from an internal agency website: <http://intranet.epa.gov/ow/records>

EPA Records Management Policy:

[http://www.epa.gov/records/policy/2155/rm\\_policy\\_cio\\_2155\\_1\\_2.pdf](http://www.epa.gov/records/policy/2155/rm_policy_cio_2155_1_2.pdf);

EPA Records Schedule 258 “Final Deliverables and Reports” (all programs/agency-wide):

<http://www.epa.gov/records/policy/schedule/sched/258.htm>.

4.8 The contractor shall provide all supporting documentation to the EPA with its deliverable drafts, because the EPA cannot review and approve the contractor’s draft deliverables without that supporting documentation. That documentation shall include the electronic modeling files and a detailed, written explanation of all steps and decisions. This shall be done regardless of whether it is described in a specific task order deliverable. This information shall be submitted in such a manner that no proprietary software will be needed to read, interpret, replicate, or model any resulting work product, unless otherwise noted in the task order or the contractor has received prior written permission of the EPA TOPO. The objective is that anyone with the appropriate skill level can use the information produced under the resulting contract(s) and/or TOs to check or duplicate the work for calibration, replication and/or verification. Consequently, any elements essential to successfully replicating the resulting analysis and modeling shall be provided to the EPA in a commonly used format. All water quality specific data gathered or generated by this contract shall be exported, by the contractor, into the EPA’s Water Quality Exchange database, as that is part of providing all the supporting documentation.

At the end of the contract, the contractor shall ensure that any additional supporting documentation requested during the EPA’s review of any draft work product is furnished in a timely manner upon written request from either the appropriate TOPO or the CO. All supporting documentation will be indexed in accordance with the current requirements of the Federal Document and Records Management policies as well as any new policies, directives, or guidance issued for Federal Document and Records Management during the period of performance of this resulting contract.

4.9 To meet these federal needs (unless modified by the EPA CO), all contractor deliverables to the EPA shall include one electronic and two paper copies formatted as follows:

4.9.1 Final electronic submissions shall be made in the following manner: electronic Microsoft Word© for any written reports, summaries, or analysis documents; Microsoft Excel© format for any and all spreadsheets, raw data, coding and modeling work (including all model runs with essential data to replicate model runs); and Microsoft Access© format for any and all databases or for other data as approved by the EPA TOPO in writing. Electronic submissions shall be on Compact Disk (CD), Digital Versatile Disc (DVD), or USB drive. The contractor may utilize a File Transfer Protocol (FTP), but only if the TOPO gives written permission. Every electronic document and all of the sections, text, graphs, charts, or figures shall be unlocked, open and editable so that the EPA may make further changes.

4.9.2 The paper copies shall be made in the following manner: two separate and identical copies of all deliverables must be submitted; each separate copy shall include all of the products due as of that date (i.e., Task 1, 2, etc.), and must be submitted in one or more bound volumes, as appropriate, with a title page, an executive summary describing the purpose and content, and an index, located inside the front cover of each bound volume, along with electronic copies enclosed in envelopes (or other suitable means) bound in the respective volume. Although PDF versions of the materials may be submitted at the contractor’s discretion, neither electronic nor paper PDF versions will be acceptable as any final work product.



## SOLICITATION SOL-CI-11-00094 : ATTACHMENT A

TABLE ONE : List of Analytes measured in NCCA 2010

Chemicals to be measured in sediments and tissue for 2010 Coastal Survey(PAH Sediment Only)

Compound Name			
Polynuclear Aromatic Hydrocarbons (PAHs)	PCB No.	21 PCB Congeners	
Acenaphthene			
Anthracene	8	2,4'-dichlorobiphenyl	
Benz(a)anthracene	18	2,2',5-trichlorobiphenyl	
Benzo(a)pyrene	28	2,4,4'-trichlorobiphenyl	
Biphenyl	44	2,2',3,5'-tetrachlorobiphenyl	
Chrysene	52	2,2',5,5'-tetrachlorobiphenyl	
Dibenz(a,h)anthracene	66	2,3',4,4'-tetrachlorobiphenyl	
Dibenzothiophene	101	2,2',4,5,5'-pentachlorobiphenyl	
2,6-dimethylnaphthalene	105	2,3,3',4,4'-pentachlorobiphenyl	
Fluoranthene	110/77	2,3,3',4',6-pentachlorobiphenyl	
Fluorene	3,3'	4,4'-tetrachlorobiphenyl	
2-methylnaphthalene	118	2,3',4,4',5-pentachlorobiphenyl	
1-methylnaphthalene	126	3,3',4,4',5-pentachlorobiphenyl	
1-methylphenanthrene	128	2,2',3,3',4,4'-hexachlorobiphenyl	
2,6-dimethylnaphthalene	138	2,2',3,4,4',5'-hexachlorobiphenyl	
Naphthalene	153	2,2',4,4',5,5'-hexachlorobiphenyl	
Pyrene	170	2,2',3,3',4,4',5-heptachlorobiphenyl	
Benzo(b)fluoranthene	180	2,2',3,4,4',5,5'-heptachlorobiphenyl	
Acenaphthylene	187	2,2',3,4',5,5',6-heptachlorobiphenyl	
Benzo(k)fluoranthene	195	2,2',3,3',4,4',5,6-octachlorobiphenyl	
Benzo(g,h,i)perylene	206	2,2',3,3',4,4',5,5',6-nonachlorobiphenyl	
Indeno(1,2,3-c,d)pyrene	209	2,2',3,3',4,4',5,5',6,6'-decachlorobiphenyl	
2,3,5-trimethylnaphthalene			
DDT and its metabolites		Chlorinated pesticides other than DDT	
2,4'-DDD		Aldrin	
4,4'-DDD		Alpha-Chlordane	
2,4'-DDE		Dieldrin	
4,4'-DDE		Endosulfan I	
2,4'-DDT		Endosulfan II	
4,4'-DDT		Endosulfan sulfate	
		Endrin	
Elements		Heptachlor	
		Heptachlor epoxide	
Aluminum		Hexachlorobenzene	
Antimony (sediment, only)		Lindane (gamma-BHC)	
Arsenic		Mirex	
Cadmium		Trans-Nonachlor	
Chromium			
Copper			
Iron			
Lead			
Manganese (sediment, only)			
Mercury			
Nickel			
Selenium			
Tin			
Zinc			

## SOLICITATION SOL-CI-11-00094

## ATTACHMENT B : TABLE TWO

## “ DIRECTIVES FOR PERFORMANCE OF IRM-RELATED WORK ”

Federal Policies and Regulations	
Computer Security Act of 1987	<a href="http://csrc.nist.gov/groups/SMA/ispab/documents/csa_87.txt">http://csrc.nist.gov/groups/SMA/ispab/documents/csa_87.txt</a>
The Privacy Act of 1974 Section 552a	<a href="http://www.justice.gov/opcl/privstat.htm">http://www.justice.gov/opcl/privstat.htm</a>
The Rehabilitation Act Section 508	<a href="http://www.access-board.gov/sec508/guide/act.htm">http://www.access-board.gov/sec508/guide/act.htm</a>
Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194)	<a href="http://www.access-board.gov/sec508/508standards.pdf">http://www.access-board.gov/sec508/508standards.pdf</a>
The Fair Labor Standards Act of 1938 as amended, and any applicable Executive Orders	<a href="http://www.dol.gov/whd/regs/statutes/FairLaborStandAct.pdf">http://www.dol.gov/whd/regs/statutes/FairLaborStandAct.pdf</a>
U.S. Office of Management and Budget (OMB) Circular A-4, Risk Analysis	<a href="http://www.whitehouse.gov/omb/circulars_a004_a-4/">http://www.whitehouse.gov/omb/circulars_a004_a-4/</a>
OMB Circular A-11, Financial Reporting and Performance	<a href="http://www.whitehouse.gov/omb/circulars_a11_current_year_a11_toc">http://www.whitehouse.gov/omb/circulars_a11_current_year_a11_toc</a>
OMB Circular A-76, Personnel Issues	<a href="http://www.whitehouse.gov/omb/circulars_a076_a76_incl_tech_correction">http://www.whitehouse.gov/omb/circulars_a076_a76_incl_tech_correction</a>
OMB Circular A119, Consensus Standards	<a href="http://www.whitehouse.gov/omb/circulars/a119/a119.html">http://www.whitehouse.gov/omb/circulars/a119/a119.html</a>
OMB Circular A-123, Internal Control Management	<a href="http://www.whitehouse.gov/omb/circulars_a123_rev">http://www.whitehouse.gov/omb/circulars_a123_rev</a>
OMB Circular A-130, Information Resource Management	<a href="http://www.whitehouse.gov/omb/circulars_a130_a130trans4">http://www.whitehouse.gov/omb/circulars_a130_a130trans4</a>
OMB Circular A-131, Value Engineering	<a href="http://www.whitehouse.gov/omb/circulars_a131/">http://www.whitehouse.gov/omb/circulars_a131/</a>
OMB Memorandum M-08-27, Guidance for TIC compliance	<a href="http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-27.pdf">http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-27.pdf</a>
OMB Memorandum M-08-22, Guidance on implementing FDCC	<a href="http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2008/m08-22.pdf">http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2008/m08-22.pdf</a>
OMB Memorandum M-07-24, Updated principles for Risk Analysis	<a href="http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2007/m07-24.pdf">http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2007/m07-24.pdf</a>
OMB Memorandum M-07-11, Implementation of Commonly Accepted Security Configurations for Windows Operating Systems	<a href="http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2007/m07-11.pdf">http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2007/m07-11.pdf</a>
OMB Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies	<a href="http://www.whitehouse.gov/omb/fedreg_final_information_quality_guidelines">http://www.whitehouse.gov/omb/fedreg_final_information_quality_guidelines</a>
Federal Information Security Management Act (FISMA)	<a href="http://csrc.nist.gov/drivers/documents/FISMA-final.pdf">http://csrc.nist.gov/drivers/documents/FISMA-final.pdf</a>
U.S. Department of Commerce, National Institute of Standards and Technology (NIST) Special Publication (SP) 800-34	<a href="http://csrc.nist.gov/publications/nistpubs/800-34-rev1/sp800-34-rev1_errata-Nov11-2010.pdf">http://csrc.nist.gov/publications/nistpubs/800-34-rev1/sp800-34-rev1_errata-Nov11-2010.pdf</a>
NIST SP 800-53, Rev. 3	<a href="http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/SP800-53-rev3-final.pdf">http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/SP800-53-rev3-final.pdf</a>
Federal Continuity Directive 1	<a href="http://www.fema.gov/pdf/about/offices/fcd1.pdf">http://www.fema.gov/pdf/about/offices/fcd1.pdf</a>
Electronic Signatures in Global and National Commerce Act (ESIGN)	<a href="http://uscode.house.gov/download/pls/15C96.txt">http://uscode.house.gov/download/pls/15C96.txt</a>

Federal Information Processing Standards	<a href="http://www.itl.nist.gov/fipspubs/">http://www.itl.nist.gov/fipspubs/</a>
Government Information Security Reform Act	<a href="http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=106_cong_public_laws&amp;docid=f:publ398.106.pdf">http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=106_cong_public_laws&amp;docid=f:publ398.106.pdf</a>
Government Paperwork Elimination Act (GPEA)	<a href="http://www.cio.gov/Documents/paperwork_elimination_act.html">http://www.cio.gov/Documents/paperwork_elimination_act.html</a>
Information Technology Management Reform Act	<a href="http://www.cio.gov/documents/it_management_reform_act_feb_1996.html">http://www.cio.gov/documents/it_management_reform_act_feb_1996.html</a>
OMB Memorandum on Agency Architecture Development	<a href="http://www.whitehouse.gov/omb/memoranda/m97-16.html">http://www.whitehouse.gov/omb/memoranda/m97-16.html</a>
PDD-63 White Paper	<a href="http://fas.org/irp/offdocs/paper598.htm">http://fas.org/irp/offdocs/paper598.htm</a>
Presidential Decision Directive - PDD-62	<a href="http://fas.org/irp/offdocs/pdd-62.htm">http://fas.org/irp/offdocs/pdd-62.htm</a>
Presidential Decision Directive - PDD-67	<a href="http://fas.org/irp/offdocs/pdd/pdd-67.htm">http://fas.org/irp/offdocs/pdd/pdd-67.htm</a>
FIPS Publications	<a href="http://csrc.nist.gov/publications/PubsFIPS.html">http://csrc.nist.gov/publications/PubsFIPS.html</a>
Section 508 Compliance	<a href="http://www.section508.gov/index.cfm?FuseAction=content&amp;ID=12">http://www.section508.gov/index.cfm?FuseAction=content&amp;ID=12</a>
NARA Electronic Records Management (ERM) Guidance	<a href="http://www.archives.gov/records-mgmt/initiatives/erm-guidance.html">http://www.archives.gov/records-mgmt/initiatives/erm-guidance.html</a>
Homeland Security Presidential Directive (HSPD) 12	<a href="http://www.idmanagement.gov/documents/HSPD-12.htm">http://www.idmanagement.gov/documents/HSPD-12.htm</a>

EPA Policy and Procedures	
EPA Data Standards	<a href="http://iaspub.epa.gov/sor_internet/registry/datastds/home/overview/home.do">http://iaspub.epa.gov/sor_internet/registry/datastds/home/overview/home.do</a>
Information Management & Information Technology Policies that apply to Contractor's performing work through an EPA issued Contract	<a href="http://www.epa.gov/irmpoli8/">http://www.epa.gov/irmpoli8/</a>
EPA Web Guide	<a href="http://yosemite.epa.gov/OEI/webguide.nsf/homepage">http://yosemite.epa.gov/OEI/webguide.nsf/homepage</a>
IRM Policy Manual	<a href="http://www.epa.gov/irmpoli8/archived/polman/index.html">http://www.epa.gov/irmpoli8/archived/polman/index.html</a>

## ATTACHMENT C

# OW

Search:  All EPA ☒ This Area

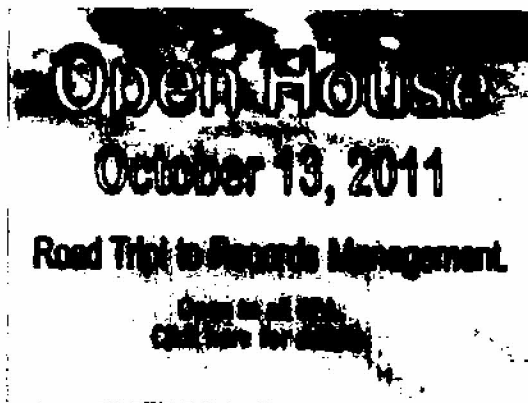
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## Office of Water Records Management Program

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- [Retiring Records](#)
  - [SF 135 Records Transmittal and Receipt](#)
  - [EPA Form 5100-8 Facilities Services Request](#)
  - [OF 11 Reference Request - Federal Records Centers](#)
- [Destroying Records](#)



## Welcome

Welcome to the home page for the Office of Water's Records Management Program. This page provides information, resources, and tools to assist Office of Water personnel in complying with EPA policy and federal government regulations for managing records.

The Office of Water's Records Management Program home page debuted May 2006. Further developments are underway. Please watch for updates.

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## Management Support

The Office of Water is fortunate to have top management support for records management.

In February 2005, Deputy Assistant Administrator (DAA) Michael H. Shapiro established the Records Management Program through a directive to Office Directors.

Read the Deputy Assistant Administrator's Directive in PDF format  
(2 pages, 104 KB About PDF)

In April 2008, DAA Shapiro issued a memorandum to all Office of Water personnel emphasizing that proper records management directly supports the integrity of the Office of Water's mission to provide clean and safe water, and protect human health and the environment.

Read the Deputy Assistant Administrator's Memorandum in PDF format  
(2 pages, 142 KB About PDF)

In May 2008, the Office of Wetlands, Oceans and Watersheds (OWOW) received the Deputy Assistant Administrator's Mid-Year Review Award for best progress in implementing the Office of Water Records Management Program's strategic plan. OWOW's success was achieved through the synergy of support from all levels of Program Office, Division, and Branch managers; leadership from Records Management Contacts; and cooperation and commitment from staff.

View the photographs of the Mid-Year Review Award presentation  
(Last updated May 16, 2008) (PowerPoint, 10 slides, 13,749 KB)

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## Records Liaison Officer

The Records Liaison Officer (RLO) serves as the Office of Water's point of contact for the Agency Records Officer. The RLO's responsibilities involve all aspects of a records management program, including: procedures, evaluations, records schedules, file plans, disposition activities, briefings and training, vital records, and information security. The RLO coordinates these activities with the Office of Water's Records Management Contacts, Continuity of Operations Coordinator, and Information Security Officer.

You can read more about the records management responsibilities of the RLO, as well as all EPA personnel, in the EPA Records Management Policy.

Read the Records Management Policy in PDF format  
(Approved June 8, 2009) (9 pages, 109 KB About PDF)

The Office of Water's Records Liaison Officer, Nancy New, has received the National Archives and Records Administration's (NARA) Certification of Federal Records Management Training. As one of the first RLOs in the Agency to achieve this goal, she successfully completed the coursework for NARA's core Knowledge Areas and passed the five Certification examinations in 2006. In 2007, the Agency's Document and Records Management Workgroup, chaired by the Office of Environmental Information, recommended that all RLOs receive the NARA Certification by the end of fiscal year 2008.

Nancy New, was awarded First Place for 2006 Best Practices in EPA Records Management at the EPA Records Workshop in Washington, D.C.

See the Office of Environmental Information Announcement in PDF format  
(3 pages, 39 KB About PDF)

Nancy values the support she receives from the Deputy Assistant Administrator.

[View the photograph of Michael Shapiro congratulating Nancy New](#)  
(JPG, 1 page, 51 KB)

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## Records Management Contacts

The Office of Water is proud to have an active network of Records Management Contacts who promote, coordinate, and serve as experts on the Records Management Programs in their Program Offices, Divisions, and Branches. These Contacts are crucial to the strength of the Office of Water Records Management Program. They are your first sources for answers to your records management questions.

You can find your Records Management Contact in this directory.

[Browse the Directory of Office of Water Records Management Contacts](#)  
(Last updated January 27, 2012)

Sometimes Records Management Contacts are asked by their Program Offices to provide guidance on managing recorded information with which they are not already familiar. In those situations, the Contacts turn to The Records Management Contact's Cheat Sheet for directions on interviewing records custodians, conducting research, and documenting the results.

[Download The Records Management Contact's Cheat Sheet](#)  
(Last updated September 20, 2011)

Office of Water Program Office Lead and Division Lead Records Management Contacts toured the National Archives and Records Administration in July 2007. They saw original federal records dating from the 1700s and experienced the impact of records on the history of our nation and its individual people. After a tour of the Public Vaults exhibits, led by National Archives docent Virginia Ingram, the group posed in front of a wall-sized illustration of the "Life Cycle of Records."

[View the photograph from the National Archives tour](#)  
(Last updated July 18, 2007) (JPG, 1 page, 92 KB)

Records Management Contacts hosted an educational session in January 2007 to promote understanding and practice of electronic records management. Rita Cacas of the National Archives and Records Administration presented an overview of the National Archives' Electronic Records Archives Program. Ms. Cacas emphasized that properly managing all electronic records today will help ensure that records with permanent historical value can be found and used by generations in the future.

[View the photographs from the Electronic Records Archives educational session](#)  
(Last updated January 24, 2007) (PowerPoint, 4 slides, 1,862 KB)

[See the speaker's slides](#)  
(Last updated January 24, 2007) (PowerPoint, 14 slides, 1,186 KB)

Records Management Contacts Janice Poole and Edna Silver conducted records management training for the American Indian Environmental Office (AIEO), formerly an Office of Water program office, during July 2006. With colorful patriotic decorations, refreshments, and big

smiles, they demonstrated that we can manage our federal records and have fun at the same time.

View the photographs from AIEO's records management training  
(Last updated July 18, 2006) (PowerPoint, 3 slides, 9,697 KB)

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## **File Plan Tools and Training**

### **File Plan**

A file plan documents the kinds of recorded information we have, how that information is organized and maintained, and what its final disposition is. A file plan has two parts: policies and procedures documentation, and a file structure.

### **Policies and Procedures**

Many of the Office of Water's records management policies and procedures are presented on this home page through the Deputy Assistant Administrator's Directive, and instructions for surveying, labeling, closing, retiring, and retaining records.

Here is a short summary of five key steps to take to manage your records. The summary also helps you decide which working papers and drafts are **not** records. When you print this "records cheat sheet" two-sided and cut along the dotted lines, you will have a handy five-by-seven inch desk or pocket reference.

Download the records cheat sheet  
(Last updated May 23, 2007) (MS Word, 2 pages, 53 KB)

In response to questions about managing records related to the Water Docket, the Office of Water Records Liaison Officer worked with the EPA Docket Center to prepare answers to Frequently Asked Questions (FAQ) about Docket Records.

Read the FAQ about Docket Records  
(Last updated July 17, 2008) (MS Word, 6 pages, 77 KB)

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### **File Structure**

Each person in the Office of Water (OW) is required to have an Individual File Structure for each position held in an OW Program Office or OW Immediate Office.

To develop their file structures, Office of Water personnel use a questionnaire tool called a File Plan Survey. The Survey helps match files to their corresponding descriptions, or "items," in EPA's records schedules. Records schedules are EPA policy documents with instructions for managing all recorded information. The records schedule items form the basis of the file structure.

Please contact the OW Web Manager if you experience a technical

Individual File Structures are compiled to create OW's organization file structures which are available in an MS Excel spreadsheet format. To view only the current records schedule items for your Office of Water Program Office or Immediate Office, select "View" and "Custom Views." Then select your office, and "Show." You also can use drop-down arrows at the top of each column in the spreadsheet to select file structures by Division and Branch or to navigate quickly through the spreadsheet.

Open the file structure spreadsheet  
(Last updated January 6, 2012)

One of the principles of the Office of Water's Records Management Program is: "File Plan maintenance is an ongoing activity." In keeping with that principle, the Office of Water's file structure is continuing to develop. Hyperlinks to the full text of EPA records schedules and to printable disposition labels for records schedule items have been inserted in the spreadsheet. The file structure spreadsheet is updated as records schedules change and file structures for the Office of Water's Program Offices, Divisions, and Branches are revised.

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## Disposition Labels

Disposition labels are tools to help manage all recorded information according to records schedule requirements. The labels correspond to records schedule items on the Office of Water file structure. They provide identifiers, such as record schedule title and number, and disposition instructions. Disposition instructions tell you when to close files and what to do with the files after they are closed.

In the Disposition Labels Guidance below, you will learn about:

- Finding the Labels
- Looking at the Labels
- Printing the Labels
- Putting the Labels on Folders
- Using the Labels to Close Files
- Using the Labels to Calculate Disposition Dates
- Using the Labels to Take Final Disposition Action
- Using Information in the Labels to Manage Electronic Files
- Using the Labels for Quality Control
- Links to Resources

Read the Disposition Labels Guidance  
(Last updated September 8, 2009) (MS Word, 11 pages, 8,934 KB)

After reading the Disposition Labels Guidance and becoming familiar with applying disposition labels, you may use this interactive disposition date calculator to calculate the Retire Date and the Final Disposition Date from the formulas on your disposition label.

Go to the Disposition Date Calculator  
(Last updated September 25, 2008)

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## Training



Office of Water Records Management Contacts conduct classroom training for all Office of Water personnel. The training course includes an introduction to federal records management and step-by-step instructions for completing the File Plan Survey. The training course is available here in a PowerPoint file for your convenience in reviewing it before or after your classroom training.

The slides in the training course are intended to be viewed in conjunction with the text of the accompanying instructor's script. The slides alone are not self-explanatory. The instructor's script is in the Notes Pages of the PowerPoint file. You can access the Notes Pages in any one of three ways:

- **Select Speaker Notes.**

Open the training course. Right click. Select "Screen" and "Speaker Notes." A "Speaker Notes" window will appear. You can click and drag to move the window to the position you prefer. The window will remain on the screen as you move through the slides until you select the "Close" button.

- **Save As PowerPoint.**

Left click on the "Training Course" link below. Select "Save." Browse to the folder in which you want to save the PowerPoint file. Select "Save." When the screen displays "Download complete," select "Open." If you no longer need the PowerPoint file after you have reviewed the training course, please delete it.

- **Print.**

After you have saved the PowerPoint file, you can print the instructor's script along with the slides by selecting: "File"; "Print"; "Print what: Notes Pages"; "OK."

Open the Training Course file (Last updated March 29, 2011)

You can supplement your training by previewing the National Archives and Records Administration video "Building the Archives of the Future." This video illustrates that records of business conducted by the United States federal government are valuable evidence of "the rights of American citizens, the actions of federal officials, and the national experience."

Preview the video "Building the Archives of the Future"  
(Windows Media Player, 1 minute 34 seconds, 18.5 MB)

Additional training for managing federal records is available through the National Archives and Records Administration (NARA). NARA's Records Management Nationwide Training Web page links to information on classroom training, on-line training, presentations, and the May 25, 2011 Records Administration Conference (RACO 2011). Follow the links from the nationwide training page to browse available classes and enroll.

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## **File Plan Survey Forms**

File Plan Survey forms have been customized for each Office of Water Program Office and the Immediate Office.

Download the Immediate Office File Plan Survey Form  
(Last updated January 6, 2012)

Download the Office of Ground Water and Drinking Water File Plan Survey Form  
(Last updated January 6, 2012)

Download the Office of Science and Technology File Plan Survey Form  
(Last updated January 6, 2012)

Download the Office of Wastewater Management File Plan Survey Form  
(Last updated January 6, 2012)

Download the Office of Wetlands, Oceans and Watersheds File Plan Survey Form  
(Last updated January 6, 2012)

A one-page instruction sheet accompanies each File Plan Survey form. The instruction sheet contains spaces for Records Management Contacts to fill in the deadline date and the name of the person to whom the completed Surveys should be submitted.

The instruction sheet summarizes the steps for completing the File Plan Survey form. It supplements the training course described above under the "Training" heading. The training course presents an in-depth explanation of the Survey process. Completing the training before conducting your File Plan Survey will make the Survey task significantly simpler and easier to understand.

Download the File Plan Survey Instructions  
(Last updated October 25, 2006) (MS Word, 1 page, 34 KB)

After you have completed a File Plan Survey, you can use this Update Form to make changes to your Individual File Structure. Follow the instructions on the Update Form, and submit your completed Individual File Structure Update Form to your Records Management Contact.

Download the Individual File Structure Update Form  
(Last updated November 16, 2010) (MS Word, 2 pages, 83 KB)

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## Retiring Records

One of the goals of a records management program is to control the growth of materials taking up valuable office space. We do that by sending records to a Federal Records Center (FRC) for storage. Sending records to an FRC is called "retiring" the records. Here at EPA Headquarters, our local FRC is the Washington National Records Center (WNRC), located in Suitland, Maryland.

Please remember that all forms for retiring, retrieving, and returning records must be signed by both your Program Office Lead Records Management Contact and the Office of Water Records Liaison Officer before the forms can be submitted to the EPA Headquarters Records Officer for processing.

The Office of Water guidance on retiring records provides tips on how to send files to off-site storage in an easy-reference format.

View the guidance on Retiring Office of Water Records  
(Last updated September 23, 2011)

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## **SF 135 Records Transmittal and Receipt**

Three documents are required for retiring records. The first document is the Standard Form 135 (SF 135) Records Transmittal and Receipt. The template for the SF 135 and instructions provided here are to be used only by Office of Water personnel to retire records to the Washington National Records Center. The SF 135 template has been customized with text form fields and with drop-down form fields populated with information specific to the Office of Water. It contains on-screen prompts to guide you through each form field. If you do not see the on-screen prompts on your computer screen, save the SF 135 template and reopen it in MS Word.

Download the SF 135 template  
(Last updated September 28, 2011)

You can see an explanation of Office of Water organization abbreviations used in the SF 135 template in this "Key to Office of Water Organization Abbreviations."

Access the Key to Office of Water Organization Abbreviations  
(Last updated September 26, 2011)

The second document required for retiring records is the box list which accompanies the SF 135 and identifies the contents of the records retirement boxes to be sent to the FRC for storage.

Download the box list template  
(Last updated September 22, 2011)

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## **EPA Form 5100-8 Facilities Services Request**

The third document required for retiring records is the EPA Form 5100-8 Facilities Services Request. Form 5100-8 is used to have boxes of records picked up from your office.

The Form 5100-8 template below is for Office of Water personnel to use for pick up of boxes of records ready to be retired to the Washington National Records Center or to be returned for refiling. The template has been customized with text form fields and with drop-down form fields populated with information specific to the Office of Water. It contains on-screen prompts to guide you through each form field. If you do not see the on-screen prompts on your computer screen, save the template and reopen it in MS Word.

Download the Form 5100-8 template  
(Last updated September 23, 2011)

View the instructions for using the Form 5100-8 template  
(Last updated September 10, 2009)

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## **OF 11 Reference Request -- Federal Records Centers**

While the records are stored at the Washington National Records Center, they remain in the legal custody of the EPA. You can get them back if you need them.

To retrieve retired records, the WNRC and EPA require an Optional Form 11 (OF 11) Reference Request -- Federal Records Centers. The template for the OF 11 and instructions provided here are to be used only by Office of Water personnel to retrieve records from the Washington National Records Center. The OF 11 template has been customized with text form fields and with drop-down form fields populated with information specific to the Office of Water. It contains on-screen prompts to guide you through each form field. If you do not see the on-screen prompts on your computer screen, save the OF 11 and reopen it in MS Word.

[Download the OF 11 template](#)  
(Last updated September 11, 2009)

[View the instructions for using the OF 11 template](#)  
(Last updated September 11, 2009)

## Destroying Records

The instructions on your disposition label tell you when each of your files has reached the end of its retention period and is ready for final disposition action. If the final disposition action on the label is "destroy," please follow the Office of Water's Instructions for Destroying Recorded Information.

EPA and Office of Water guidance and policy require that destruction be documented. The Records Destruction Form below has been customized for the Office of Water. The form uses your disposition label, check boxes, and drop-down form fields to save you time in completing the form.

Along with the Records Destruction Form are a checklist to be sure that your file is eligible to be destroyed, block-by-block instructions for completing the form, and a quality control checklist for proofing the completed form.

[Download the Office of Water Records Destruction Form and Instructions for Destroying Recorded Information](#)  
(Last updated February 10, 2011)

The Simplified Instructions below apply to the most frequently occurring situations and include an example of a completed Records Destruction Form. For answers to detailed questions about properly destroying files, please refer to the Instructions for Destroying Recorded Information and consult your Records Management Contact.

[Download the Simplified Instructions for Records Destruction Form](#)  
(Last updated October 15, 2010)

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## **ATTACHMENT 2 REPORTS OF WORK**

### **I. Monthly Progress Report**

- (a) For each task order, the Contractor shall furnish one electronic copy of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed by Task in the Task Order (TO), and a description of the work accomplished to support the cost. The report for each TO shall also to be submitted electronically to the Task Order Project Officer (TOPO). Reports shall be synchronized with the submittal of invoices for payments, including:
- i. the amount of payment requested shall reflect the amount of progress reported in the progress report with specific costs correctly broken down, accumulated, and billed;
  - ii. the invoice period of performance (PoP) shall cover the progress report PoP;
  - iii. billed costs must be authorized by the TO;
  - iv. the math should be accurate; and
  - v. accumulated costs and direct labor hours invoiced within the estimates of the TO.
- (b) Specific discussions shall include difficulties and unanticipated problems encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period. Discussions should also include any impact to the schedule of benchmarks & deliverables by Task in the TO; a description of any “lessons learned” in completing progress on the TO; continuous data needs and deadlines for contractor receipt of such information in order to meet the Schedule of Benchmarks and Deliverables; and the progress in meeting quality assurance targets (QA reports) specified in the QAPP, where a QAPP is approved. It is noted that during the period of performance of each TO, the contractor is expected when it happens to immediately inform the TOPO by telephone of: (1) any problems that may impede the successful completion of the requested items of work; and (2) any corrective actions needed to solve the problem.
- (c) The contractor shall provide a list of outstanding actions awaiting Contracting Officer (CO) authorization, such as subcontractor/consultant consents and overtime approvals.
- (d) The report shall specify financial status for each task order as follows:
1. For the current period, display the amount claimed.
  2. For the cumulative period display: amount negotiated or latest task order modification amount; amount currently claimed; amount paid; amount

suspended; amount disallowed; and remaining amount. The remaining approved amount is defined as: the negotiated amount or latest task order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

3. Labor hours.

- (i) A list of employees, their labor categories, and the number of hours worked for the reporting period. If labor categories are not similar to the last PoP and/or the labor mix is not consistent with the Task Order proposal, the contractor shall provide an appropriate rationale for the change.
- (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant. If the level of subcontract effort charged is not commensurate with the level of progress made, the contractor shall provide an appropriate rationale.
- (iii) Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (iv) Display the estimates of remaining direct labor hours and costs required to complete the task order.

4. Unbilled allowable costs. Display the total costs incurred but unbilled for --  
----the current reporting period and cumulative for the task order.

5. A list of deliverables for during the reporting period.

6. Travel expenses completed this PoP and commensurate with the work performed.

7. Material costs completed this PoP and commensurate with the work performed.

8. Equipment purchase completed this PoP and commensurate with the work performed.

9. ALL other direct costs completed this PoP and commensurate with the work performed.

(e) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the CO.

- (f) The reports shall be submitted to the following addressees on or before the 15<sup>th</sup> of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (f), for details on the timing of submittals. Distribute reports as follows:

Task Order Project Officer (TOPO)  
Project Officer (PO)  
Contracting Officer (CO)



**ATTACHMENT 3**  
**CONFLICT OF INTEREST EVALUATION FOR TASK ORDERS**

The contractor shall include a conflict of interest certification in all task orders in accordance with EPAAR 1552.209-71 and the Section B Clause "Ordering Procedures".

Prior to selecting expert panelists/peer reviewers, the contractor shall perform an evaluation to determine the existence of an actual or potential conflict of interest (COI) for each proposed panel member. The financial and professional information obtained by the contractor as part of the evaluation to determine the existence of an actual or potential COI is considered private and non-disclosable to outside entities except as required by law and/or regulation.

The contractor shall incorporate the following yes/no questions (a.- i.) and requests for supporting information (j.-r.) into its established process to evaluate and determine the presence of an actual or potential COI:

**Conflict of Interest Analysis and Certification Questions and Supporting Information**

- a. To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any of your and/or your spouse's compensated or uncompensated employment, including government service, during the past 24 months? Yes \_\_\_No \_\_\_
- b. To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any of your and/or your spouse's research support and project funding, including from any government, during the past 24 months? Yes \_\_\_No \_\_\_
- c. To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any consulting by you and/or your spouse, during the past 24 months? Yes \_\_\_No \_\_\_
- d. To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any expert witness activity by you and/or your spouse, during the past 24 months? Yes \_\_\_No \_\_\_
- e. To the best of your knowledge and belief, have you, your spouse, or dependent child held, in the past 24 months, any financial holdings (excluding well diversified mutual funds and holdings with a value less than \$15,000) with any connection to the subject chemical or topic? Yes \_\_\_No \_\_\_
- f. Have you made any public statements or taken positions on or closely related to the subject chemical or topic under review? Yes \_\_\_No \_\_\_

- g. Have you had previous involvement with the development of the document (or review materials) you have been asked to review? Yes \_\_\_No \_\_\_
- h. To the best of your knowledge and belief, is there any other information that might reasonably raise a question about an actual or potential personal conflict of interest or bias? Yes \_\_\_No \_\_\_
- i. To the best of your knowledge and belief, is there any financial benefit that might be gained by you or your spouse as a result of the outcome of this review? Yes \_\_\_No \_\_\_
- j. Compensated and uncompensated employment (for panel member and spouse): list sources of compensated and uncompensated employment, including government service, for the preceding two years, including a brief description of the work.
- k. Research Funding (for panel member): list sources of research support and project funding, including from any government, for the preceding two years for which the panel member served as the Principal Investigator, Significant Collaborator, Project Manager, or Director. For panel member's spouse, provide a general description of research and project activities in the preceding two years.
- l. Consulting (for panel member): list sources of compensated consulting activities during the preceding two years, including names of clients, if compensation provided 15% or more of your annual compensation. For panel member's spouse, provide a general description of consulting activities for the preceding two years.
- m. Expert witness activities (for panel member): list sources of compensated expert witness activities and a brief description of each issue and testimony [during the preceding two years.] For panel member's spouse, provide a general description of expert testimony provided in the preceding two years.
- n. Assets: Stocks, Bonds, Real Estate, Business, Patents, Trademarks, and Royalties (for panel member, spouse, and dependent children): list specific financial holdings that collectively had a fair market value greater than \$15,000 at any time during the preceding 24-month period (excluding well diversified mutual funds, money market funds, treasury bonds, and personal residence).
- o. Liabilities (for panel member, spouse, and dependent children): list liabilities over \$10,000 owed at any time in the preceding twelve months (excluding a mortgage on personal residence, home equity loans, automobile and consumer loans).
- p. Public Statements: provide a brief description of any public statement made and/or positions taken on or closely related to the matter under review by the panel member.
- q. Involvement with document under review: provide a brief description of any previous involvement of the panel member in the development of the document (or review materials) the individual has been asked to review.

r. Other potentially relevant information: provide a brief description of any other information that might reasonably raise a question about an actual or potential personal conflict of interest or bias.

(Note: The requests for supporting information (j.-r.) are for task orders involving public peer review meetings.)

## **ATTACHMENT 4 DEFINITION OF LABOR CLASSIFICATIONS**

The following definitions of the labor classifications are provided to aid in the preparation of the technical and cost portions of your proposal.

(a) Professional

(1) **Level 4** - Plans, conducts, and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for un-reviewed action.

Typical Title: Project Manager, Quality Assurance Officer, Water Resource Engineer, Environmental Engineer, Environmental Scientist, Chemist, Biologist, Computer Scientist, Statistician, Economist, Ecologist, Contract Administrator  
Qualifications: Ph.D. Degree or equivalent [see paragraph (b)]  
Experience: 10 years minimum

(2) **Level 3** - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistants, reviews progress, and evaluates results, makes changes in methods, design or equipment where necessary. Operates with some latitude for un-reviewed action or decision.

Typical Title: Water Resource Engineer, Environmental Engineer, Environmental Scientist, Computer Scientist, Graphics/Editorial/Public Outreach Specialist, Chemist, Biologist, Environmental Planner Economist, Ecologist Statistician, Meeting Facilitator  
Qualifications: Master's Degree or equivalent [see paragraph (b)]  
Experience: 6 years minimum

(3) **Level 2** - Under supervision of a professional level 3 or 4, carries out assignments associated with specific projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment; coordinates the activities of a technician level 1 or 2. Work assignments are varied and require some originality and ingenuity.

Typical Title: Environmental Engineer, Environmental Scientist, Systems Analyst/Programmer, Chemist, Biologist, Statistician, Economist, Environmental Planner, Ecologist, Computer Graphics/Graphic Designer, Technical Editor/Information Specialist, Meeting Planner Coordinator, Contract

Administrator, Videographer

Qualifications: Bachelor's Degree or equivalent [see paragraph (b)]

Experience: 3 years minimum

(4) **Level 1** - Lowest of entering classification. Works under close supervision of professional level 3 or 4. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: Environmental Engineer, Environmental Scientist, Computer Systems/Graphic Specialist, Technical Editor/Writer, Environmental Planner, Lab Technician, Public Information Specialist, Data Entry Specialist, Meeting Planner/Coordinator, Environmental Specialist, Contract Administrator  
Junior, Associate

Qualifications: Bachelor's Degree or equivalent [see paragraph (b)]

Experience: 0 years minimum

(b) Experience/Qualification Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four years will be an acceptable substitute for a Bachelor's Degree.

(2) A Bachelor's Degree plus any combination of additional years of experience and/or graduate level study in the proposed field of expertise totaling two years will be an acceptable substitute for a Masters Degree.

(3) A Bachelor's Degree plus any combination of additional years of experience and/or graduate level study in the proposed field of expertise totaling four years or a Master's Degree plus two years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-to-one basis.

## ATTACHMENT 5

## QUALITY ASSURANCE SURVEILLANCE PLAN

for

## “TECHNICAL SUPPORT FOR ASSESSMENT AND WATERSHED PROTECTION”

Performance Requirement	Measureable Performance Standards	Surveillance Method	Incentives/ Disincentives
<p><b>Management and Communications:</b></p> <p>The Contractor shall maintain contact with the EPA CO, PO, and TOPO throughout the performance of the contract/task order and shall immediately bring potential problems to the attention of the EPA PO and appropriate TOPO. In cases where issues have a direct impact on project schedules, cost, time, or quality, the contractor shall provide options for EPA's consideration on resolving the issues or mitigating their impacts.</p>	Any issue adversely impacting project schedules, cost, time or quality shall be brought to the attention of the EPA PO and appropriate TOPO within 3 work-days of occurrence.	50% of active task orders/deliverables will be reviewed by the EPA PO/TOPO (via monthly progress report) to identify unreported issues.	<p>Two or more incidents per task order where the contractor does not meet the measureable performance will be considered unsatisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of <b>Business Relations</b>.</p> <p>Fewer than two incidents per task order where the contractor does not meet the measureable performance standard will be considered acceptable performance and will be reported as such in the CPARS Performance Evaluation System under the category of Business Relations.</p>
<p><b>Timeliness:</b></p> <p>Services and deliverables shall be in accordance with schedules slated in each task order, unless amended or modified by an approved EPA action.</p>	No more than 25% of all deliverables per task order shall be submitted more than 3 work days past the due date.	100% of the active task orders/deliverables under the contract will be reviewed by the EPA PO/TOPO monthly (via monthly progress report & milestones established for each deliverable) to compare actual delivery dates	If the contractor does not meet the measurable performance standards per task order it will be assigned a rating of Unsatisfactory in CPARS under the category of <b>Timeliness</b> .

Performance Requirement	Measureable Performance Standards	Surveillance Method	Incentives/ Disincentives
		against those approved.	
<p><b>Cost Management and Control:</b></p> <p>The Contractor shall monitor, track, and accurately report cost and fee expenditures to EPA through progress reports and approved special reporting requirements. The Contractor shall assign appropriately leveled and skilled personnel to all tasks, practice and encourage time management, and ensure accurate and appropriate cost control.</p>	<p>The contractor shall manage costs to the level of the approved ceiling on the individual task order. The contractor shall notify the TOPO, PO and CO when 75% of the approved funding ceiling for any particular task order is reached.</p>	<p>100% of the active task orders under the contract will be reviewed by the PO and appropriate TOPO monthly (via meetings, monthly progress reports &amp; milestones established for each deliverable) to compare actual versus projected expenditures.</p>	<p>If the contractor does not meet the measurable performance standards per task order it will be assigned a rating of Unsatisfactory in CPARS under the category of <b>Cost Control</b>.</p> <p>An acceptable rating will be reported in the CPARS Performance Evaluation System under the category of Cost Control if the contractor meets the measureable performance standards and accurately reports the costs in the progress reports according to the requirements in the “Reports of Work” attachment to the RFP.</p>
<p><b>Technical Effort:</b></p> <p>The Contractor shall abide by its QMP and QAPPs for individual task orders in performing services and providing the support on this contract.</p>	<p>No more than 25% of deliverables and work products for any particular Task Order furnished to EPA for review by TOPO and QAO shall require revisions to meet the requirements of the QMP and QAPP for the task order.</p>	<p>50% of active task orders/deliverables (and work products) will be reviewed by the EPA PO/TOPO to identify noncompliance issues with the QMP and QAPPs for individual task orders.</p>	<p>If the contractor does not meet the measurable performance standards per task order it will be assigned a rating of Unsatisfactory in CPARS under the category of <b>Quality of Product or Service</b>.</p>



**ATTACHMENT 8**  
**ADDITIONAL CLAUSES AND OR PROVISIONS**

**INSURANCE LIABILITY TO THIRD PERSONS. (CO-ADDED CLAUSE)**

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as required in FAR 28.307-2.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

(End of clause)

**TASK ORDER OMBUDSMAN (CO-ADDED CLAUSE)**

Contractors wishing to submit complaints regarding individual task orders shall do so to Susan Moroni, Task Order Ombudsman, U.S. Environmental Protection Agency, Office of Acquisition Management, 1200 Pennsylvania Ave. NW, Washington, D.C. 20460. . Emails may be sent to [moroni.susan@epa.gov](mailto:moroni.susan@epa.gov) and her telephone number is (202) 564-4321; fax number (202) 565-2473.

(End of clause)